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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~345~~. 75-76

THE TOWN OF THOMPSON, IN THE COUNTY OF SULLIVAN, PLAINTIFF IN ERROR,

vs.

ORLANDO PERRINE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

FILED OCTOBER 15, 1881.

SUPREME COURT OF THE UNITED STATES.

No. 345.

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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the circuit court of the United States for the southern district of New York, greeting:

Because in the record and proceedings, as also in the rendition of the judgment, of a plea which is in the said circuit court before you, or some of you, between Orlando Perrine, plaintiff, and the Town of Thompson, in the county of Sullivan, defendant, a manifest error hath happened to the great damage of the said Town of Thompson, as is said, and as appears by its complaint: We being willing that such error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgments be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the justices of the Supreme Court of the United States, at the Capital, in the city of Washington, together with this writ, so that you have the same at the said place, before the justices, aforesaid, on the second Monday of October next, that, the record and proceedings aforesaid being inspected, the said justices of the Supreme Court may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 11th day of September, in the year of our Lord one thousand eight hundred and seventy-nine, and of the Independence of the United States the one hundred and fourth.

[SEAL.] JOHN I. DAVENPORT,
Clerk of the Circuit Court of the United States of America for the Southern District of New York, in the Second Circuit.

2 STATE OF NEW YORK,
Sullivan County, ss:

Timothy F. Bush, of said county, being duly sworn, deposes and says that on the 12th day of September, 1879, he duly served the within writ of error on Messrs. James K. Hill, Wing & Shoudy, the attorneys for Orlando Perrine, pl'ff, therein named, by delivering a copy thereof personally at their office, No. 37 & 39 Wall street, New York, and leaving the same at said office for the said attorneys with a clerk of said attorneys, and that on the 11th day of September, 1879, deponent lodged a copy of said writ for the said attorneys in the clerk's office of the circuit court of the United States for the southern district of New York.

T. F. BUSH.

Sworn before me September 18th, 1879.

PETER E. PALEN,
Notary Public in and for Sull. Co.

(Indorsed:) U. S. Supreme Court. The Town of Thompson, in the county of Sullivan, plaintiff in error, ag'st Orlando Perrine. No. 2. Writ of error. A 244.

Allowed.

SAM'L BLATCHFORD.

SEPT. 11, 1879.

REC 345—1

U. S. circuit court. Filed Sep. 19, 1879. John I. Davenport, clerk. Copy lodged Sept. 11th, 1879.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, John I. Davenport, clerk of the circuit court of the United States of America for the southern district of New York, in the second
3 circuit, by virtue of the foregoing writ of error, and in obedience thereto, do hereby certify that the following pages, numbered from four to three hundred and seven, inclusive, contain a true and complete transcript of the record and proceedings had in said court in the case of The Town of Thompson, in the county of Sullivan, plaintiff in error, against Orlando Perrine, defendant in error, No. 2, as the same remain of record and on file in said office.

In testimony whereof I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this eleventh day of October, in the year of our Lord one thousand eight hundred and seventy-nine, and of the Independence of the said United States the one hundred and fourth

[SEAL.] JOHN I. DAVENPORT, *Clerk.*

4 United States circuit court for the southern district of New York.

ORLANDO PERRINE
against
THE TOWN OF THOMPSON, IN THE COUNTY OF Sullivan, in the State of New York.

To the above-named defendant:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff' attorney within twenty days after the service of this summons, exclusive of the day of service; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Witness the honorable Morrison R. Waite, Chief Justice of Supreme Court of the United States, at the city of New York, this third day of June, in the year one thousand eight hundred and seventy-eight.

[SEAL.] JOHN I. DAVENPORT, *Clerk.*
JAMES K. HILL,
WING & SHOUDY,
Plaintiff' Attorney'.

Office and post-office address, No. 37 Wall street, New York City.

5 (Indorsed:) United states circuit court, southern district of New York. Orlando Perrine vs. The Town of Thompson, in the county of Sullivan. Summons. Jas. K. Hill, Wing & Shoudy, plaintiff's attorney'.

To the defendant within named:

Take notice, that upon default judgment will be taken for the sum of $12,915 in money, with interest—

On $2,135 from March 1st, 1872.

On $2,205 from September 1st, 1872.
" $280 " March 1st, 1873.
" $210 " September 1st, 1873.
" $175 " March 1st, 1874.
" $1,225 " September 1st, 1874.
" $1,225 " March 1st, 1875.
" 910 " September 1st, 1875.
" 910 " March 1st, 1876.
" 910 " September 1st, 1876.
" 910 " March 1st, 1877.
" 910 " September 1st, 1877.
" 910 " March 1st, 1878.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I hereby certify that on the 6th day of June, 1878, at Fallsburgh, Sullivan County, State of New York, I personally served the within summons on the within-named defendant, The Town of Thompson, in the county of Sullivan, in the State of New York, by showing the same and delivering to and leaving with Charles T. Kilburn, supervisor of said town, a true copy thereof.

LOUIS F. PAYN,
U. S. Marshal,
By C., *Deputy.*

6 United States circuit court, southern district of New York.

ORLANDO PERRINE
against
THE TOWN OF THOMPSON, in the county of Sullivan.

Orlando Perrine, plaintiff in this suit, by James K. Hill, Wing & Shoudy, his attorneys, complains of the Town of Thompson, in the county of Sullivan, in the State of New York, defendant, and avers.

First. That the plaintiff is a resident of the State of New Jersey, and that the defendant is a corporation duly created under and by virtue of the laws of the State of New York, and was and is a town in the county of Sullivan, in the State of New York, and in the southern district of said State.

Second. That on the fourth day of May, 1868, the legislature
7 of the said State of New York, passed an *an* act which became a law, entitled "An act to authorize certain towns in the counties of Sullivan and Orange, to issue bonds and take stock in any company now organized or that may hereafter be organized within three years after the passage of this act for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh in said county of Sullivan, and the town of Deer Park in the county of Orange to Port Jervis, Orange County."

That in and by the said act of the legislature the Town of Thompson was authorized in substance in effect to aid in the construction of a railroad and to issue bonds, through commissioners to be appointed for that purpose.

That said act is chapter 553 of the laws of the State of New
8 York for 1868, and the plaintiff prays leave to refer to the same as

a part of this complaint with like effect as if said act was fully set out and incorporated herein.

That on the second day of April, 1869, the legislature of the said State of New York duly passed another act, which became a law, entitled "An act to amend an act entitled an act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello in the county of Sullivan, through the towns of Thompson and Forestburgh in said county of Sullivan, and the town of Deer Park in the county of Orange,
9 to Port Jervis, Orange County, passed May fourth, eighteen hundred and sixty-eight."

That the said last mentioned act is chapter 96 of the laws of the State of New York for 1869, and the plaintiff prays leave to refer to the same as a part of this complaint with like effect as if said mentioned act was fully set out and incorporated herein.

Third. That afterwards, and in pursuance of the said acts of the legislature, Giles M. Benedict, Nathan S. Hamilton and William H. Cady were duly appointed commissioners for the said Town of Thompson to carry into effect the purposes and provisions of the said acts of the legislature, and that they subsequently duly qualified and entered upon the discharge of their duties as such commissioners.

Fourth. That the said commissioners afterwards, and on or
10 about the first day of May 1869, in pursuance of the said act of the legislature, duly executed and issued one hundred and forty-eight bonds of one thousand dollars each, numbered from 1 to 148 both inclusive, in the following form:

"No. .] UNITED STATES OF AMERICA. [$1,000.00.

"TOWN OF THOMPSON, STATE OF NEW YORK, COUNTY OF SULLIVAN.

"This bond is a valid security, being issued by virtue of an act entitled 'An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deer Park, in the county of Orange, to Port Jervis, Orange County, passed May fourth, eighteen hundred and sixty-eight, and of the
11 act amendatory thereof passed April first, eighteen hundred and sixty-nine.'

"Know all men by these presents that the Town of Thompson, in the county of Sullivan and State of New York, by the undersigned commissioners thereof, by virtue and in pursuance of the acts above entitled and referred to, and for value received in the stock of the Monticello and Port Jervis Railway Company, promises to pay the bearer the sum of one thousand dollars on the first day of March, in the year one thousand eight hundred and ninety-nine, at the National Union Bank of Monticello, N. Y., with interest at seven per cent. per annum, payable semi-annually on the first day of March and September in each year at the Hanover National Bank of the city of New York, on the presentation and surrender of the coupons for such interest.

"In witness whereof we have hereunto set our hands and

12 seals, and have caused the coupons hereto annexed to be signed by W. H. Cady, one of our number, this first day of May, one thousand eight hundred and sixty-nine.

"(Signed) "G. M. BENEDICT,
"N. S. HAMILTON.
"W. H. CADY,
"*Commissioners.*

"Registered in the county clerk's office of the county of Sullivan this first day of May, 1869.

"C. S. MORRIS,
"*County Clerk.*"

Fifth. That attached to each of said bond' at the time of its issue were fifty-nine coupons, numbered to correspond with the bond to which they were attached, and signed by the said W. H. Cady, one of the said commissioners, whereby the said Town of Thompson in substance and effect promised and undertook to pay the bearer thereof, at the Hanover National Bank at the city of New York, semi-annually,
13 on the first day of March and September in each year, the sum of thirty-five dollars as and for interest on such bond.

That the said bonds and coupons upon being issued passed into the possession of and became the property of various persons and corporations in good faith and for a valuable consideration.

Sixth. That afterwards, and on the twenty-eighth day of April, 1871, the legislature of the State of New York passed an act, which became a law, legalizing and confirming the acts of the said Nathan S. Hamilton, Giles M. Benedict, and William H. Cady, as commissioners, in issuing and disposing of the said bonds; that the said last mentioned act is entitled "An act to legalize and confirm the acts of the commissioners of the towns of Thompson and Forestburgh, in the county of Sullivan, and of Deer Park, in the county of Orange, in issuing
14 and disposing of the bonds of their respective towns, to build a railroad from the village of Monticello, in the county of Sullivan, to the village of Port Jervis, in the county of Orange, under chapter five hundred and fifty-three of the laws of eighteen hundred and sixty-eight, and to legalize and confirm all bonds heretofore issued by such commissioners, under said chapter of laws, now held by or owned by bona fide purchasers."

That the said last mentioned act is chapter 809 of the laws of the said State for the year 1871, and the plaintiff prays leave to refer to the same as a part of this complaint, with like effect as if said last mentioned act was fully set forth and incorporated herein.

Seventh. That the Town of Thompson paid to the respective holders thereof the coupons that became due on the first day of March and September, 1870, and on the first day of March and September, 1871.

15 Eighth. That afterwards, and on or about the 21st day of July, 1875, the plaintiff purchased in the open market, at the city of New York, for value, and became the owner of twenty-one of the said bonds, numbered as follows, viz: 28, 29, 30, 122, 123, 124, 125, 126, 127, 128, 129, 130, 138, 139, 140, 141, 142, 143, 144, 145, and 146; that attached to each of said bonds so purchased there were, among other coupons, the coupons that became due and payable on the first day of September, 1875, the first day of March, 1876, the first day of March, 1877, the first day of September, 1877, and the first day of March, 1878. That the said bonds and coupons were delivered to the plaintiff.

IV. In further answering, the defendant alleges that each and all of the acts of the legislature of the State of New York referred to in the second item of said complaint, and also the act of said legislature referred to in the sixth item of said complaint, passed April 28th, 1871, were passed by the said legislature in violation of the provisions of the constitution of the State of New York, and without power to enact the same, and are therefore unconstitutional and void, and that all proceedings had under the said several acts are void and of no effect.

24 V. In further answering, the defendant specifically denies that Nathan S. Hamilton, William H. Cady, and Giles M. Benedict, or any of them, were ever appointed commissioners of the said Town of Thompson under the provisions of said acts. Also denies that the said alleged commissioners, or any of them, had any authority to issue the bonds of the said Town of Thompson. Also denies that the bonds and coupons referred to in the complaint were issued by the procurement, consent, or with the knowledge of the defendant. Also denies that the defendant in any manner ever ratified or confirmed the issue of the said bonds, either by the payment of interest thereon or in any other manner. Also denies that the said act of 1871 ratifies and confirms the issue of said bonds.

25 VI. In further answering, the defendant alleges that in and during the year 1869, the said Giles M. Benedict, Nathan S. Hamilton, and William H. Cady, assuming to act as commissioners of the said town, but without a shadow of authority therefor, did execute the bonds set forth in the complaint. That at the time they so executed the same the consent of the tax-payers of the said town had not been obtained and filed in conformity to the said acts of the legislature of the State of New York, and that the said pretended commissioners issued the said bonds, and exchanged them for the stocks of the Monticello and Port Jervis Railroad Co., and did not sell them for cash, and at par, as required by the provisions of the said act of the legislature of the State of New York, passed May 4th, 1868, and of which illegal issue the plaintiff had knowledge.

26 VII. In further answering, the defendant alleges that before all of the said bonds and coupons were issued, and before any of them had passed out of or beyond the hands or ownership of the said railroad company, to wit, on the 2d day of July, 1869, an action was commenced in the supreme court of the State of New York, by the attorney-general of said State in the name of the people, on the relation of some of the tax-payers of said town against the said railroad commissioners, and against Messrs. Colt and Crowley, who had contracted to construct the said road in consideration of the said bonds; said Monticello and Port Jervis Railroad Company, and the said Town of Thompson. The complaint in the said action was, at the same time duly filed in the office of the clerk of Sullivan County, being the place of trial of said action; by which complaint it was, among other

27 things, alleged that the said bonds were fraudulently and illegally issued; that the said commissioners had acted without power or right in issuing same, and in transferring them for the stock of the said railroad company, and in subscribing for the stock of said company, and the relief was claimed in said complaint that the said bonds and coupons should be adjudged to have been issued without authority and to be null and void, and that the stock subscribed for by said commissioners and received by them in exchange for said bonds, should be surrendered to said company, and that the same should be cancelled; and that the said action has ever since the said 2d

day of July, 1869, been pending in the said supreme court. That such proceedings were duly had in the said action that a judgment and decree of said court was obtained therein by which it was adjudged and decreed that the said bonds and coupons had been issued without
28 power or authority by said commissioners and that the same are null and void, and that each and every one of said bonds should be delivered up and cancelled, and be and remain of no further force or effect, and that the said stock so subscribed for by the said commissioners, and received in consideration of said bonds and coupons should be cancelled and surrendered to said railroad company, and which said judgment and decree were duly entered in the clerk's office of the said county of Sullivan, and remains in full force and effect.

VIII. In further answering, the defendant admits that it is one of the towns in the county of Sullivan, State of New York.

Wherefore the defendant demands that the said complaint be dismissed, with costs.

T. F. BUSH,
Att'y for Defendant.

29 (Endorsed:) U. S. circuit court, southern dist. of New York. Orlando Perrine against The Town of Thompson. No. 2. Answer. T. F. Bush, att'y for def't, Monticello, N. Y. U. S. circuit court. Filed Sep. 21, 1878. John I. Davenport, clerk.

30 U. S. circuit court.

ORLANDO PERRINE	Two causes, Nos. 80 & 80½ on the calendar of this court, April 25th, 1879.
vs.	
THE TOWN OF THOMPSON, IN THE COUNTY of Sullivan.	

The above causes having been reached in their regular order on the calendar, it is hereby stipulated that the evidence in both causes be taken together; that the evidence, objections, and exceptions taken shall be regarded as the evidence, objections, and exceptions in each cause.

Dated April 25th, 1879.

JAS. K. HILL, WING & SHOUDY,
Pl'ff's Att'ys.

T. F. BUSH, *Def't's Att'y.*

Ordered accordingly.

WM. J. WALLACE.

31 (Endorsed:) U. S. circuit court. Orlando Perrine vs. The Town of Thompson, in the county of Sullivan. Stipulation and order. Jas. K. Hill, Wing & Shoudy, pl'ff's att'ys. Filed in open court April 25, '79.

32 At a stated term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the United States court-rooms, in the city of New York, on Friday, the 25th day of April, in the year of our Lord one thousand eight hundred and seventy-nine—

Present, the honorable William J. Wallace, judge.

ORLANDO PERRINE
vs.
THE TOWN OF THOMPSON, IN THE COUNTY of Sullivan.

} Two cases, Nos. 80 and 80½ on the present calender of this court.

On motion of J. K. Hill, esq'r., of counsel for the plaintiff in the above-entitled cases, ordered trial.

Jurors sworn.

John S. Foster, Augustus Kirkham, Robert Jardine, William Jarvis, L. G. Cohen, Gustavus Arnold, Geo. Abeel, jr., Daniel Hogencamp, Hugh O'Donnell, John E. Andrew, Zebedee M. Quimby, William Richardson.

Mr. Hill opens the case on the part of the plaintiff.

Evidence for the plaintiff.

William H. Cady, sworn.
William H. Seymour, "
33 Benjamin H. Callohon, sworn.
Erastus F. Mead, "
William H. Van Kleech, "
Orlando Perrine.

Evidence for the defendant.

Gulian Pendell, sworn.
Francis Marvin, "

T. F. Bush, esq.. of counsel for the defendant, moves that the court direct the jury to find a verdict for the defendant, and is heard in support of said motion.

The court denies said motion, and Mr. Bush excepts to the ruling of the court in so doing.

In case No. 2 (80) the court directs the jury to find a verdict for the plaintiff for the sum of $16,953.57.

The jury say that, by direction of the court, in case No. 2 (80), they find a verdict for the plaintiff for the sum of $16,953.57; and so they say all.

Mr. Bush excepts to the ruling of the court in directing the jury in case No. 2 (80) to find a verdict for the plaintiff for $16,953.57.

In case No. 3 (80½) the court directs the jury to find a verdict for the plaintiff for the sum of $11,265.30.

The jury say that, in case No. 3 (80½), by direction of the court, they find a verdict for the plaintiff for the sum of $11,265,30;
34 and so say they all.

Mr. Bush excepts to the ruling of the court in directing the jury in case No. 3 (80½) to find a verdict for the plaintiff in the sum of $11,265.30.

Mr. Bush moves for a new trial herein.

On motion of Mr. Bush, ordered that the defendant have sixty days' stay within which to argue a motion for a new trial herein.

ORLANDO PERRINE
vs.
THE TOWN OF THOMPSON, IN THE COUNTY of Sullivan.

} Two cases, Nos. 80 and 80½, on the calendar of this court April 25th, 1879.

The above causes having been reached in their regular order on the

calendar, it is hereby stipulated that the evidence in both causes shall be taken together; that the evidence, objections, and exceptions
35 taken shall be regarded as the evidence, objections, and exceptions in each case.

Dated April 25th, 1879.

JAS. K. HILL,
WM. T. LUDINGTON,
Pl'ff's Att'ys.
T. F. BUSH, *Def'ts Att'y.*

Ordered accordingly.
(Signed) WM. J. WALLACE.

A copy.

JOHN I. DAVENPORT, *Clerk.*

36 United States circuit court for the southern district of New York.

ORLANDO PERRINE
against
THE TOWN OF THOMPSON, IN THE COUNTY of Sullivan. } No. 2.

The issues in this action having been brought on for trial before the honorable William J. Wallace and a jury at a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the United States court-rooms in the city of New York, on Friday, the twenty-fifth day of April, in the year of our Lord one thousand eight hundred and seventy-nine, and the issues having been tried and a verdict for the plaintiff having been duly rendered by direction of the court on the said twenty-
37 fifth day of April, 1879, and the plaintiff's costs having been adjusted by the clerk of this court at the sum of three hundred and forty-nine $\frac{67}{100}$ dollars,

Now, on motion of James K. Hill, Wing & Shoudy, plaintiff's attorneys, it is adjudged that the plaintiff, Orlando Perrine, recover of the defendant The Town of Thompson, the sum of sixteen thousand nine hundred and fifty-three $\frac{57}{100}$ dollars, found by the jury, with three hundred and forty-nine $\frac{67}{100}$ dollars interest and costs, making in all seventeen thousand three hundred and three $\frac{24}{100}$ dollars.

16 953 57
349 67
$17,303 24

Judgment signed this 19th day of July, A. D. 1879.

J. M. DEUEL,
Dep. Clerk.

(Endorsed:) U. S. circuit court, southern dist. of N. Y. Orlando Perrine vs. The Town of Thompson, in the county of Sullivan.
38 No. 2. Judgment roll. Jas. K. Hill, Wing & Shoudy, 37 & 39 Wall st., N. Y. U. S. circuit court. Filed July 19, 1879. John I. Davenport, clerk.

39 United States circuit court, southern district of New York.

ORLANDO PERRINE, PL'FF,
ag'st
THE TOWN OF THOMPSON, IN THE COUNTY OF Sullivan, defendant. } No. 2.

This action No. 2, and being No. 80 on the circuit calendar, was com-

menced by the service of a summons and complaint on the 17th day of July, 1878. The pleadings therein are annexed to and form a part of the judgment-roll in the said action.

The cause was brought on for trial and tried before Hon. Wm. J. Wallace and a jury at a term of this court held in said district in the month of April, 1879.

Before proceeding to trial an order, of which the following is a copy, was made by the court.

"U. S. circuit court.

	"ORLANDO PERRINE "*ag'st*	Two causes Nos. 80 & 80½ on the calendar of this court, April 25th, 1879.
40	"THE TOWN OF THOMPSON, IN THE County of Sullivan.	

"The above causes having been reached in their regular order on the calendar, it is hereby stipulated that the evidence in both causes shall be taken together; that the evidence, objections, and exceptions taken, shall be regarded as the evidence, objections, and exceptions in each cause.

"Dated April 25th, 1879.

"JAMES K. HILL,
"WING & SHOUDY,
"*Pl'ff's Att'y.*
"T. F. BUSH,
"*Def't's Att'y.*

"Ordered accordingly.

"WM. J. WALLACE."

Upon the trial the following testimony was taken, and proceedings had. Pl'ff offered in evidence the laws of the State of New York, as follows:

Laws of 1868, chap. 553; laws of 1869, chap. 96; laws of 1871, chap. 809; of which said several acts the following are copies:

41 CHAPTER 553.

An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County.

Passed May 4, 1868; three-fifths being present, without the approval of the governor.*

The people of the State of New York, represented in senate and assembly, do enact as follows:

SECTION 1. On the application, in writing, of twelve or more freeholders, residents of any town or incorporated village in either of the counties of Sullivan or Orange, situated along the route of the railroad from Monticello, in the said county of Sullivan, to Port Jervis, in the county of Orange, it shall be the duty of the county judge of the county

* Pursuant to th. last clause of section nine, article four, of the constitution of the State of New York

in which such town or incorporated village is situated, within ten days after receiving such application, to appoint, under his hand and seal, not more than three freeholders, residents of said towns or incorporated villages respectively, to be commissioners thereof, to carry into effect the purposes and provisions of this act, who shall hold their offices respectively for the term of two years and until others shall be appointed.

§2. It shall be lawful for said commissioners to borrow, on the faith and credit of their respective towns and villages aforesaid, such sum of money, not exceeding thirty-three per cent. of the valuation of said town, to be ascertained by the assessment rolls thereof, respectively, for the year eighteen hundred and sixty-seven, for a term not exceeding thirty years, at a rate of interest not exceeding seven per cent. per annum, and to execute bonds therefor under their hands and seals respectively. The bonds so to be executed may be in such sums, and payable at such times and places, not exceeding thirty years, and in such form as the said commissioners and their successors may deem expedient; but no such debt shall be contracted, or bonds issued by said commissioners, of or for either of said towns or villages, until the written consent shall have been obtained of a majority of the tax-payers of such town or incorporated village, or their legal representatives, appearing upon the last assessment roll, as shall represent a majority of the taxable property (not including lands owned by non-residents) appearing upon the last assessment roll of such town, nor until an amount of the capital stock of said road shall have been subscribed and paid for by individuals or corporations equal to fifteen per cent. of all amounts of town bonds issued, or to be issued, in aid of said railroad under this act; such consent shall state the amount of money authorized to be raised in such town or village, and the railroad company in the stock of which said money shall be invested, and shall be proved or acknowledged in the same manner as conveyances of real estate. The fact that the persons signing said consent are such majority of the tax-payers of said town or village, and represent a majority of the taxable property of such town or village, not including lands owned by non-residents, shall be proved by the affidavit of one of the assessors, or the town clerk of such town, endorsed upon or annexed to such written consent, and the assessor or town clerk of such town is hereby required to perform such service. Such consent and affidavit shall be filed in the office of the clerk of the county in which such town or village is situated, and a certified copy thereof in the town clerk's office of such town, and the same or a certified copy thereof by the county clerk, shall be evidence of the facts therein contained, and certified in any court of this State, and before any judge or justice thereof.

§3. The said commissioners authorized by this act may, in their discretion, dispose of such bonds or any part thereof to such persons or corporations and upon such terms as they shall deem most advantageous for their said town, but not for less than par, and the money that shall be raised by any loan or sale of such bonds shall be invested in the stock of such company now organized, or that may hereafter be organized, within two years after the passage of this act, for the purpose of building or aiding in the building of a railroad from the village of Monticello, through the towns of Thompson, Forestburgh and Deerpark, to Port Jervis, in the county of Orange; and said money shall be applied and used in the construction of such road as aforesaid, its buildings and necessary appurtenances, and for no other purpose. The commissioners, respectively, in the corporate name of each of their said towns or villages aforesaid,

may subscribe for and purchase stock of such company to the amount they may have severally borrowed as aforesaid, and by virtue of their said subscription or purchase of stock, and upon receiving certificates or the transfer of certificates for the amount of said stock so subscribed for and purchased by them, the said towns or villages shall acquire all the rights and privileges, and be liable to the same responsibilities as other stockholders of said company; and it shall be lawful for the commissioners provided for in this act, or either of them, with the consent of the others, or a majority of said commissioners, to participate in and to act in all the regular and legally authorized meetings of the stockholders, and either of them may act as directors of such company, if he shall be duly elected as such.

§4. The said commissioners, respectively, authorized by this act, shall report to the board of supervisors of their respective counties within three days after the commencement of their regular annual meeting in each year, the amount required to pay principal or interest, if any, on the said bonds authorized to be issued under and by virtue of this act, due or to become due and payable during the next ensuing year. The dividends arising from the stock so subscribed for and purchased by said town or village, in pursuance of this act, or so much thereof as may be necessary, shall be received by said commissioners, and by them applied to the payment of the interest which shall, from time to time, accrue upon the bonds authorized by this act; and in case such dividends shall not be found sufficient in any one or more years to
42 pay the principal or interest accruing on said bonds due and to become due as aforesaid, it shall be and is hereby made the duty of the said board of supervisors, and they are hereby authorized and required to cause to be assessed and levied and collected of the real and personal property of said towns, at the same time and in the same manner as other taxes are assessed, levied, and collected, such sum or sums of money as shall have been reported to said board of supervisors by the said commissioners authorized by this act, to be necessary to make good such deficiency in the payment of the said principal or interest on the said bonds, and the same, when collected, shall be paid to said commissioners respectively, and by them applied to the payment of the principal and interest on said bonds, or so much thereof as shall remain unpaid after the application of said dividends to that purpose.

§5. It shall be lawful for such railroad company to agree with the said commissioners respectively, in behalf of their said town or village, to pay the annual interest accruing on the bonds issued by said towns or villages for the term of three years, or until such railroad shall be completed and in operation; the amount of such interest to be repaid by the said commissioners to such company within three years after said road shall have been opened and put in operation, in equal annual installments, to be levied and raised in the same manner as provided by this act for paying the annual interest accruing on said bonds or by the sale of the stock as herein provided, in case the dividends or income from the stock held by such towns and villages, or either of them, shall be insufficient for the purpose.

§6. The said commissioners, appointed under and by virtue of this act, may, at any time after acquiring such capital stock, exchange the same, in whole or in part, for the bonds issued under the authority of this act; and in such case they shall cancel the bonds so received by them, or they may dispose of such stock, in their discretion, to any purchaser or purchasers for cash, but shall not sell or dispose of such stock at less than par, except at public sale, of which twenty days' notice

shall be given in two newspapers published in their respective counties. But no such sale shall be made, except by consent obtained to the extent and in the manner provided in the second section of this act. And in case of sale of said stock, either at public or private sale, the proceeds thereof shall be applied by said commissioners respectively, to the purchase or redemption of the bonds authorized to be issued by this act, and for no other purpose.

§7. After thirty years from the passage of this act, it shall be and is hereby made the duty of the said board of supervisors, and they are hereby authorized, unless the payment of the said bonds is otherwise provided for, to cause to be assessed, levied, and collected on the real and personal property of each of said towns or villages at the time and in the manner as other taxes are assessed, levied, and collected, the sum due on the said bonds so issued in pursuance of this act, together with the interest on said principal sum, or so much thereof as may remain unpaid by reason of the deficiency of the dividends and sale arising from the said stocks. The amount so to be raised by the said board of supervisors, for the payment of the principal or interest, shall be determined by the report of said commissioners respectively to the said board of supervisors, as herein before authorized by this act.

§8. The said commissioners may also provide, within five years from the time of issuing said bonds, for the annual payment of at least five per cent. of the same, so as to insure the final liquidation of said bonds within thirty years after their date, and for that purpose they shall receive and apply annually the surplus dividends on the stock held by said towns or villages over the amount necessary to pay the annual interest on said bonds; and if the amount of such surplus dividends is not sufficient for the annual payment of the said five per cent., and the said commissioners shall not have received sufficient from the sale of stock, as herein provided, to pay the same, then the deficiency shall be reported by the said commissioners to the board of supervisors, to be levied and raised annually, in the manner herein provided, for paying the interest on said bonds.

§9. Before the said commissioners, or either of them, shall enter upon the discharge of their duties under this act, they shall jointly and severally, with two or more sureties, execute to the supervisor of their respective towns, or the trustees of any such incorporated village respectively, a bond in the penal sum equal to the amount of bonds issued by said towns or villages under and by virtue of this act, conditioned for the faithful discharge of their duties as commissioners under this act, and for the just and honest application by them of all moneys, stocks, or bonds issued by them or coming into their hands, according to the true intent and meaning of this act. The sufficiency of said sureties shall be determined by the county judge of the county in which such town or village is situated, to be endorsed on said bonds. The said bonds shall immediately thereafter be deposited with the supervisor of each of said towns, or trustees of such village, to be collected by him or them, or his or their successors in office, for the use and benefit of said town or village, in case the said commissioners, or either of them, are guilty of such a breach of duty or malfeasance in office as to render said bond collectable.

§10. In case a vacancy shall happen by reason of death, removal from office, or from said town, resignation or refusal to serve of either of said commissioners provided for in this act, the vacancy shall be filled by the remaining commissioners of the town or village in which the vacancy so exists, by appointment in writing, to be deposited with the su-

pervisor of said town. Each and every person thus appointed shall, before he enters upon the discharge of his duties, execute and deliver to said supervisor a bond in like amount, with like conditions and securities, as hereinbefore provided; and all provisions of this act shall apply to the successors of the commissioners provided for in this act, whose powers and duties and liabilities shall be the same as those of the commissioners first appointed under this act. Any commissioner may be removed for cause shown, by the county judge of the county in which he was appointed, and upon such notice being given as said county judge may direct. No removal shall be made unless on the application of twelve freeholders of the town or village in and for which such commissioners shall be acting.

§11. Each of said commissioners shall receive the sum of three
43 dollars per day for each day actually engaged in the discharge of his duties under this act and his necessary disbursements, to be audited and paid by the said town or village, the same as other town or village charges and expenses.

§12. The commissioners in each of said towns or villages shall constitute a board to act for these said towns or villages respectively, and a majority of said commissioners, in each of said boards, shall constitute a quorum to do any business authorized by this act. Such boards shall respectively keep a detailed record of all their proceedings, which record shall, at all times, be open to the inspection of any tax-payer in their town or village; and *and* also the holder of any bond issued by said commissioners under this act.

§13. On the expiration of the term of office of either of the commissioners provided for in this act, or of their successors, his place shall be filled in the manner provided in the first section of this act. And the commissioners so appointed, as well as those to be appointed under the tenth section of this act, shall be freeholders of the town for which they are to act as such commissioners.

§14. All bonds issued in accordance with the provisions of this act, shall be registered in the office of the county clerk of the county in which the town or village issuing the same is situated, and the words "registered in the county clerk's office," shall be printed or written across the face of each bond, attested by the signature of the county clerk when so registered, and no bond shall be valid unless so registered.

§15. It shall be lawful for said railroad company now organized, or to be organized under the laws of this State, in the construction of said railroad, to use in operating said road a rail *not* less in weight than forty pounds to the lineal yard.

§16. This act shall take effect immediately.

CHAPTER 96.

An act to amend an act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May fourth, eighteen hundred and sixty-eight.

Passed April 2, 1869; three-fifths being present.

The people of the State of New York, represented in senate and assembly, do enact as follows:

SECTION 1. Section two of chapter five hundred and fifty-three of the laws of eighteen hundred and sixty-eight, is hereby amended so as to read as follows:

§2. It shall be lawful for said commissioners to borrow on the faith and credit of their respective towns and villages aforesaid, such sum of money not exceeding thirty-three per cent. of the valuation of said town, to be ascertained by the assessment-rolls thereof respectively for the year eighteen hundred and sixty-seven, for a term not exceeding thirty years, at a rate of interest not exceeding seven per cent. per annum, and to execute bonds therefore under their hands and seals respectively. The bonds so to be executed may be in such sums and payable at such times and places not exceeding thirty years, and in such form as the said commissioners and their successors may deem expedient; but no such debt shall be contracted by bonds issued by said commissioners of or for either of said towns or villages, until the written consent shall have been obtained of a majority of the tax-payers of such town or incorporated village, or their legal representatives, appearing upon the last assessment-roll, as shall represent a majority of the taxable property, not including lands owned by non-residents, appearing upon the last assessment-roll of such town, nor until an amount of the capital stock of said road shall have been subscribed for in good faith by individuals or corporations equal to fifteen per cent. of all amounts of town bonds issued, or to be issued in aid of said railroad under this act, and ten per cent. thereof paid; such consent shall state the amount of money authorized to be raised in such town or village, and the railroad company in the stock of which said money shall be invested, and shall be proved or acknowledged in the same manner as conveyances of real estate. The fact that the persons signing said consent as such majority of the tax-payers of said town or village, and representing a majority of the taxable property of such town or village, not including lands owned by non-residents, shall be proved by the affidavit of one of the assessors, or the town clerk of such town indorsed upon or annexed to such written consent, and the assessor or town clerk of such town is hereby required to perform such service. Such consent and *and* affidavit shall be filed in the office of the clerk of the county in which such town or village is situated, and a certified copy thereof in the town clerk's office of such town, and the same, or a certified copy thereof by the county clerk shall be evidence of the facts therein contained and certified, in any court of this State and before any judge or justice thereof.

§2. This act shall take effect immediately.

CHAPTER 809.

An act to legalize and confirm the acts of the commissioners of the towns of Thompson and Forestburgh, in the county of Sullivan, and of Deerpark, in the county of Orange, in issuing and disposing of the bonds of their respective towns, to build a railroad from the village of Monticello, in the county of Sullivan, to the village of Port Jervis, in the county of Orange, under chapter five hundred and fifty-three of the laws of eighteen hundred and sixty-eight, and to legalize and confirm all bonds heretofore issued by such commissioners, under said chapter of laws now held by or owned by bona-fide purchasers.

Passed April 28, 1871; three-fifths being present.

44 The people of the State of New York, represented in senate and assemby, do enact as follows:

SECTION 1. The acts of Nathan S. Hamilton, Giles M. Benedict, and William H. Cady, commissioners on the part of the town of Thompson, and Silas T. L. Norris, Edwin Hartwell, and James Ketcham, commissioners of the town of Forestburgh, in the county of Sullivan, and of Orville J. Brown, Samuel O. Dimmick, and Augustus B. Goodale, commissioners of the town of Deerpark, in the county of Orange, appointed in pursuance of an act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis," passed May fourth, eighteen hundred and sixty-eight, in issuing bonds upon the faith and credit of their respective towns, and in exchanging them for the stock of the company, organized for the purpose of constructing the railroad contemplated by said act, are hereby ratified and confirmed.

§2. No bond or bonds issued, or purporting to have been issued under the said act, and now held, owned, or possessed by any person or persons, guardian, trustee, or corporation, in good faith, or for a valuable consideration, shall be void or voidable by reason of any defect or omission in the consents in writing, of the tax-payers of the said towns of Thompson, Forestburgh, and Deerpark, upon which such bonds were or purport to have been issued in or by reason of said consents, not stating the name of the railroad company in which the tax-payers so signing such consents desired the bonds or the money arising from the sale thereof to be invested. But that the said bonds shall be as valid and effectual for every purpose as if such defect or omission had not occurred, provided, that such or any exchange of bonds by said commissioners for the stock of said company was made at the par value of the said bonds; and provided, further, that the respective issues of the said bonds by their commissioners, do not exceed the amount authorized by said act.

§3. No action or proceeding at law, commenced or pending at the time of the passage of this act, shall abate or be discontinued, or be in any way affected by reason thereof; but the same may be prosecuted or defended, and judgment entered therein, and all proceedings taken to enforce the same, in the same manner as now provided by law, and with like effect as if this act had not been passed.

§4. This act shall take effect immediately.

45 Plaintiff offered in evidence a judgment-roll in an action tried in this court between these parties in May, 1878.

Defendant objected to the roll being received in evidence on the ground that it was immaterial and incompetent evidence. The court overruled the objection and admitted the judgment-roll in evidence; to which ruling defendant excepted. The following is a copy of the judgment-roll.

46 U. S. circuit court for the southern district of New York, in the second circuit.

Pleas before the judges of the circuit court of the United States of America for the southern district of New York, in the second circuit, at the United States court buildings in the city of New York, of the term

of April, 1878, to wit, of the 22nd day of May, in the year of our Lord one thousand eight hundred and seventy-eight.

Witness, the honorable Samuel Blatchford, one of the judges of the said circuit court.

JOHN I. DAVENPORT, *Clerk.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Be it remembered that heretofore, to wit, on the first day of May, 1876, in April term, before the judges of the circuit court of the
47 United States of America for the southern district of New York, in the second circuit, at the United States court buildings in the city of New York, came Orlando Perrine, by James K. Hill, his attorney, and brought into the said court, before the aforesaid judges thereof, then there, his certain declaration against the Town of Thompson, in the County of Sullivan, of a plea of trespass on the case upon promises; which said declaration follows in these words, that is to say:

48 *Capias.*

The President of the United States of America to the marshal of the southern district of New York, greeting:

We command you that you summon Town of Thompson, in the County of Sullivan, State of New York, defendant, if it shall be found in your district, and it safely keep, so that you may have its body before the judges of the circuit court of the United States of America for the southern district of New York, in the second circuit, to be held at the United States court buildings, City Hall Park, in the city of New York, in the said southern district, on the 2nd day of August, 1875, to answer unto Orlando Perrine, plaintiff, in a plea of trespass; and, also, to a certain bill of the said plaintiff against the said defendant for five thousand one hundred and forty-five dollars and interest on coupons of bonds issued by the defendant, according to the custom of the said court, before the said judges, then and there to be exhibited, and that you have then there this writ.

Witness, the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New York, the 27th day of July, in the year one thousand eight hundred and seventy-five, and of the Independence of the United States the one hundredth.

[L. S.] KENNETH G. WHITE, *Clerk.*

JAMES K. HILL,
Pl'ff's Attorney, 62 Wall st., New York City.

49 (Indorsed:) U. S. circuit court for the southern district of New York. Orlando Perrine vs. Town of Thompson. Capias ret. , 18 . , att'y. I hereby depute to execute the within writ. Dated , 18 . , U. S. marshal. Filed , 18 . To supervisor Town of Thompson, in the County of Sullivan. Served July 30th, 1875. Served personally on the within-named defendant. U. S. marshal.

50 United States circuit court, southern district of New York.

ORLANDO PERRINE
against
THE TOWN OF THOMPSON, IN THE COUNTY OF SULLIVAN.

Orlando Perrine, plaintiff in this suit, by James K. Hill, his attorney, complains of the Town of Thompson, in the County of Sullivan, in the State of New York, defendant, and avers:

First. That the plaintiff is a resident of the State of New Jersey, and that the defendant is a corporation, duly created under and by virtue of the laws of the State of New York, and was and is a town in the county of Sullivan, in the State of New York, and in the southern district of said State.

Second. That on the fourth day of May, 1868, the legislature of the said State of New York passed an act, which became a law, entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County.

51

That in and by the said act of the legislature the Town of Thompson was authorized in substance and effect to aid in the construction of a railroad and to issue bonds through commissioners to be appointed for that purpose.

That said act is chapter 553 of the laws of the State of New York for 1868, and the plaintiff prays leave to refer to the same as a part of this complaint with like effect as if said act was fully set out and incorporated herein.

52 That on the second day of April *April*, 1869, the legislature of the said State of New York duly passed another act, which also became a law, entitled "An act to amend an act entitled 'An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County, passed May fourth, eighteen hundred and sixty-eight.'"

That the said last-mentioned act is chapter 96 of the laws of the State of New York for 1869, and the plaintiff prays leave to refer to the same as a part of this complaint with like effect as if said last-mentioned act was fully set out and incorporated herein.

53 Third. That afterwards, and in pursuance of the aforesaid acts of the legislature, Giles M. Benedict, Nathan S. Hamilton, and William H. Cady were duly appointed commissioners for the said Town of Thompson to carry into effect the purposes and provisions of the said acts of the legislature, and that they subsequently duly qualified and entered upon the discharge of their duties as such commissioners.

Fourth. That the said commissioners afterwards, and on or about the first day of May, 1869, in pursuance of the said acts of the legislature

duly executed and issued one hundred and forty-eight bonds of one thousand dollars each, numbered from 1 to 148, both inclusive, in the following form:

"No. .] UNITED STATES OF AMERICA. [$1,000.00.

"TOWN OF THOMPSON, STATE OF NEW YORK, COUNTY OF SULLIVAN.

"This bond is a valid security, being issued by virtue of an act entitled 'An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company
54 now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County, passed May fourth, eighteen hundred and sixty-eight, and of the act amendatory thereof, passed April first, eighteen hundred and sixty-nine. Know all men by these presents that the Town of Thompson, in the County of Sullivan and State of New York, by the undersigned commissioners thereof, by virtue and in pursuance of the acts above entitled and referred to, and for value received in the stock of the Monticello and Port Jervis Railway Company, promises to pay the bearer the sum of one thousand dollars on the first day of March, in the year one thousand eight hundred and ninety-nine, at the National Union Bank of Monticello, N. Y., with interest at seven per cent.
55 per annum, payable semi-annually, on the first day of March and September in each year, at the Hanover National Bank of the city of New York, on the presentation and surrender of the coupons for such interest.

"In witness whereof we have hereunto set our hands and seals and have caused the coupons hereto annexed to be signed by W. H. Cady, one of our number, this first day of May, in the year one thousand eight hundred and sixty-nine.

(Signed) "G. M. BENEDICT,
"N. S. HAMILTON,
"W. H. CADY,
"*Commissioners.*

"Registered in the county clerk's office of the county of Sullivan this first day of May, 1869.

"C. L. MORRIS,
"*County Clerk.*"

Fifth. That annexed to each of the said bonds at the time of its issue was a series of fifty-nine coupons, signed by the said W. H.
56 Cady, one of the said commissioners, whereby the said Town of Thompson promised and undertook to pay to the bearer thereof the interest on such bond.

That the said bonds and coupons, upon their being issued, passed into the possession of and became the property of various persons and corporations in good faith and for a valuable consideration.

Sixth. That afterwards, and on the twenty-eighth day of April, 1871, the legislature of the State of New York passed an act, which became a law, legalizing and confirming the acts of the said Nathan S. Hamilton, Giles M. Benedict, and William H. Cady, as commissioners, in issu-

ing and disposing of the said bonds; that the said last-mentioned act is entitled "An act to legalize and confirm the acts of the commissioners of the towns of Thompson and Forestburgh, in the county of Sullivan, and of Deerpark, in the county of Orange, in issuing and
57 disposing of the bonds of their respective towns to build a railroad from the village of Monticello, in the county of Sullivan, to the village of Port Jervis, in the county of Orange, under chapter five hundred and fifty-three of the laws of eighteen hundred and sixty-eight, and to legalize and confirm all bonds heretofore issued by such commissioners under said chapter of laws now held by or owned by bona fide purchasers."

That the said last-mentioned act is chapter 809 of the laws of the said State for the year 1871, and the plaintiff prays leave to refer to the same as a part of this complaint with like effect as if said last-mentioned act was fully set forth and incorporated herein.

Seventh. That the Town of Thompson paid to the respective holders thereof the coupons that became due on the first day of March and September, 1870, and on the first day of March and September, 1871.

58 Eighth. That afterwards, and prior to the commencement of this action, the plaintiff purchased in the open market, at the city of New York, for value, and became the owner of twenty-one of the said bonds numbered as follows, viz: 28, 29, 30, 122, 123, 124, 125, 126, 127, 128, 129, 130, 138, 139, 140, 141, 142, 143, 144, 145, and 146, with the coupons thereunto attached and belonging, and the said bonds and coupons so purchased were delivered to the plaintiff.

Ninth. That annexed to the bond No. 28 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
59 "*Commissioner.*"

That although the said coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said coupon.

Tenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 28 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

60 "The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York,

on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eleventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that an-
61 nexed to bond number 28 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

'

'$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

62 Twelfth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th and 8th paragraphs of this complaint, further says that annexed to bond number 28 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
"*Commissioner.*"

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has
63 not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirteenth. The plaintiff for a separate and distinct cause of action repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 28 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
"*Commissioner.*"

64 That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

Fourteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 28 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

65 "The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
"*Commissioner.*"

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

Fifteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 28 at the time of its issue, and accompanying
66 it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 28.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

67 Sixteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused
68 to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventeenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
69 presented for payment at the said Hanover National Bank, where

it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupons.

Eighteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first
70 day of March, 1873, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

Nineteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

71 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Twentieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th,
72 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

73 Twenty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond No. 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

74 Twenty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 29 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the 1st day of March, 1875, thirty-five dollars, for interest due that day on bond No. 29.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly pre-

sented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and re-
75 fused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Twenty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 30 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

76 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Twenty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 30 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the
77 bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Twenty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed

to bond number 30 at the time of its issue, and accompanying
78 it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

79 Twenty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 30 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and re-
80 fused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

Twenty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 30 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

81 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

Twenty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 30 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York,
82 on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Twenty-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 30 at the time of its issue, and accom-
83 panying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 30.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

84 Thirtieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says

that annexed to bond number 122 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and re-
85 fused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 122 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
86 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 122 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the
87 first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 122 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

88 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd,
89 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 122 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

90 Thirty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 122 at the time of its issue, and accom-

panying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and
91 refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 122 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 122.

"W. H. CADY,
"*Commissioner.*"

92 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to the bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York,
93 on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 123.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the
94 words and figures following:

"$35.] [$35

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 123.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Thirty-ninth. The plaintiff, for a separate and distinct cause of
95 action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty five dollars, for interest due that day on bond No. 123.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

96 That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fortieth. The plaintiff, for a separate and distinct cause of action, epeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th,

7th, and 8th paragraphs of this complaint, further says that annexed to bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 123.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
97 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 123.

98 "W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

99 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 123.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-third. The plaintiff, for a separate and distinct cause of
100 action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 123 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 123.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

101 That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 124.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
102 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to

bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 124.

103 "W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

104 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 124.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says
105 that annexed to bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 124.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

106 Forty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 124.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

107 That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Forty-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 124.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it

108 was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fiftieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 124 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 124.

"W. H. CADY,
109 "*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused fused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

110 "The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 125.

"W. H. CADY,
"*Commisioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

Fifty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125 at the time of its issue, and accompanying it
111 at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan will pay the bearer hereof, at the HanoverNational Bank of the city of NewYork, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 125.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid,

and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th,
112 5th 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay to the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 125.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

113 Fifty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 125.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been
114 paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay to the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 125.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
115 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refusd to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due
116 that day on bond No. 125.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commmeement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 125 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

117 "The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 125.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was

made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it
118 at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Fifty-ninth. The plaintiff for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th,
119 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.]]$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

120 Sixtieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this
121 action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this
122 action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

That although the last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been
123 paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [835.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

124 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 126 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [835.

"The Town of Thompson, County of Sullivan, will pay the bearer
125 hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 126.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and is still, the owner and holder of the said last-mentioned coupon.

Sixty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying

126 it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

127 Sixty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not

128 been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

129 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the
130 bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Sixty-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying
131 it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

132 Seventieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

$835.] [$835.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and
133 refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 127 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$835.] [$835.

"The town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 127.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
134 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$835.] [$835.

"The Town of Thompson, County of Sullivan, will pay the bearer

hereof, at the Hanover National Bank of the city of New York,
135 on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
136 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due
137 that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

138 "$35] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that an-
139 nexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

140 Seventy-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and
141 refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly
142 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 128 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest
143 due that day on bond No. 128.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Seventy-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

144 "$35.] [$35.

The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not

been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was and still is, the owner and holder of the said last-mentioned coupon.

Eightieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th,
145 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this ac-
146 tion, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due on bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it
147 was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York,
148 on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

149 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th,
150 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was

made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this ac-
151 tion, was, and still is, the owner and holder of said last-mentioned coupon.

Eighty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 129 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 129.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly pre-
sented for payment at the said Hanover National Bank, where it
152 was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

153 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed

to bond number 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the
154 bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the
155 words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Eighty-ninth. The plaintiff, for a separate and distinct cause of
156 action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this
157 action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninetieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond No. 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and
158 refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

159 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th,

6th, 7th, and 8 paragraphs of this complaint, further says that annexed to bond number 130 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer
160 hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 130.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 138 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

161 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that
162 annexed to bond number 138 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a Coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

163 Ninety-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 138 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and

164 refused to make any provision *of* its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 138 at the time of its issue, and accompanying at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly

165 presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-seventh. The plaintiff, for a separate and distinct cause of ac-

tion, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 138 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York,
166 on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 138 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

167 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

Ninety-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that
168 annexed to bond number 138 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the

first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 138.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this ac-
169 tion, was, and still is, the owner and holder of the said last-mentioned coupon.

One hundredth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has
170 not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY,
"*Commissioner.*"

171 That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the
172 bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

173 "$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says
174 that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

175

1 hundred & fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY,
"*Commissioner.*"

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

176

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 139 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 139.

"W. H. CADY.
"*Commissioner.*"

177

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank,

where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint further says that annexed to bond number 140, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer
178 hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 140, at the time of its issue and accompanying it at the time of its purchase by the plaintiff, was a coupon, in
179 the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action was, and still is, the owner and holder of the said last-mentioned coupon.

1 hundred & ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd,
180 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 140, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this ac-
181 tion, was, and is, the owner and holder of the said last-mentioned coupon.

182 1 hundred & tenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th and 8th paragraphs of this complaint, further says that annexed to bond number 140 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

183 1 hundred & eleventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th and 8th paragraphs of this complaint, further says that annexed to bond number 140 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was

made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

184 1 hundred & twelfth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 140 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

185 1 hundred & thirteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 140 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 140.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

186 1 hundred & fourteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141, at the time of its issue,

and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

187 1 hundred & fifteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

188 1 hundred & sixteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

189 1 hundred & seventeenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

190 1 hundred & eighteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

191 1 hundred & nineteenth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the

1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

192 1 hundred & twentieth. The plaintiff for a separate and distinct cause of action repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 141, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 141.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

193 1 hundred & twenty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, county of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action was, and still is, the owner and holder of the said last-mentioned coupon.

194 1 hundred & twenty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

195 1 hundred and twenty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

196 1 hundred & twenty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the

1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That, although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

197 1 hundred & twenty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That, although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

198 1 hundred & twenty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first

day of September, 1874, thirty-five dollars, for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

199 1 hundred & twenty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 142 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 142.

"W. H. CADY,
"*Commissioner.*"

That, although the said last-mentioned coupon has been duly presented for payment at the Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

200 1 hundred & twenty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 143 at the time of its issue and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank, of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refusep to make any provision for its payment.

That the plaintiff at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

201 1 hundred & twenty-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint further says that annexed to bond number 143 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank, of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentiined coupon.

202 1 hundred & thirtieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 143 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff was a coupon, in the words and figures following:

"$35.] [$35

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

203 1 hundred & thirty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 143, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank, of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

204 1 hundred & thirty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 143 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank, of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

205 1 hundred & thirty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 143 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made pay-

able, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

206 1 hundred & thirty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 143 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 143.

"W. H. CADY,
"*Commissioner.*"

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

207 1 hundred & thirty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last mentioned coupon has been duly presented for payment at the said Hanover National Bank where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

208 1 hundred & thirty-sixth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint,

further says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars for interest due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

209 1 hundred & thirty-seventh. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

210 1 hundred & thirty-eighth. The plaintiff for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint further says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plantiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

211 1 hundred & thirty-ninth. The plaintiff for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

212 1 hundred & fortieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action, was and still is the owner and holder of the said last mentioned coupon.

213 1 hundred & forty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, fur-

ther says that annexed to bond number 144 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars for interest, due that day on bond No. 144.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

214 1 hundred & forty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That, although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

215 1 hundred & forty-third. The plaintiff for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

216 1 hundred & forty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last mentioned coupon.

217 1 hundred & forty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

218 1 hundred & forty-sixth. The plaintiff, for a separate and dis-

tinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

219 1 hundred & forty-seventh: The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145, at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, county of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, ann its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

220 1 hundred & forty-eighth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 145 at the time of its issue and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank, of the city of New York, on

the first day of March, 1875, thirty-five dollars, for interest due that day on bond No. 145.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

221 1 hundred & forty-ninth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

222 1 hundred & fiftieth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3d, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1872, thirty-five dollars, for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not

been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action was and still is the owner and holder of the said last-mentioned coupon.

223 1 hundred & fifty-first. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1873, thirty-five dollars, for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this suit was and still is the owner and holder of the said last-mentioned coupon.

224 1 hundred & fifty-second. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of September, 1873, thirty-five dollars, for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action was and still is the owner and holder of the said last-mentioned coupon.

225 1 hundred & fifty-third. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1874, thirty-five dollars, for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

226 1 hundred & fifty-fourth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer here of at the Hanover National Bank of the city of New York, on the first day of September, 1874, thirty-five dollars, for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

227 1 hundred & fifty-fifth. The plaintiff, for a separate and distinct cause of action, repeating the allegations contained in the 1st, 2d, 3rd, 4th, 5th, 6th, 7th, and 8th paragraphs of this complaint, further says that annexed to bond number 146 at the time of its issue, and accompanying it at the time of its purchase by the plaintiff, was a coupon, in the words and figures following:

"$35.] [$35.

"The Town of Thompson, County of Sullivan, will pay the bearer hereof at the Hanover National Bank of the city of New York, on the first day of March, 1875, thirty-five dollars for interest due that day on bond No. 146.

"W. H. CADY,
"*Commissioner.*"

That although the said last-mentioned coupon has been duly presented

for payment at the said Hanover National Bank, where it was made payable, and its payment demanded, the said coupon has not been paid, and the said Town of Thompson has neglected and refused to make any provision for its payment.

That the plaintiff, at the time of the commencement of this action, was, and still is, the owner and holder of the said last-mentioned coupon.

228 Wherefore the plaintiff demands judgment against the defendant for the sum of $5,145, with interest on $735 thereof from the 1st day of March, 1872; on $735 thereof from the 1st day of September, 1872; on $735 thereof from the 1st day of March, 1873; on $735 thereof from the 1st day of September, 1873; on $735 thereof from the 1st day of March, 1874; on $735 thereof from the 1st day of September, 1874; on $735 thereof from the 1st day of March, 1875; and the costs and disbursements of this action.

JAS. K. HILL,
Plaintiff's Attorney.

229 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Orlando Perrine, the plaintiff herein, being duly sworn, says the foregoing complaint is true of his own knowledge, except as to the matters therein stated upon information and belief, and as to those matters, he believes it to be true.

ORLANDO PERRINE.

Sworn to before me this 11th day of April, 1876.
EDWARD L. OWEN,
U. S. Commissioner for the Southern Dist. of New York.

230 United States circuit court, southern district of New York.

ORLANDO PERRINE
against
THE TOWN OF THOMPSON IN THE COUNTY of Sullivan.

1st. The defendant above-named, by T. F. Bush, its attorney, in answer to the plaintiff's complaint herein denies each and every allegation in the said complaint not hereinafter expressly admitted or answered unto.

2d. In further answering, the defendant alleges that this court has not jurisdiction of this action. That the bonds and coupons referred to in the complaint were each and all of them issued without authority in law, and in violation of chapter 553 of the law of New York for 1868, referred to in said complaint, and were defective and void, as is more fully hereafter set forth. That the same were held and owned by persons residing in the State of New York at the time they were transferred to the plaintiff, and that the plaintiff purchased and took them, and each and every of them, by assignment from said persons, residents of the State of New York as aforesaid, who could not main-

231 tain an action thereon in this court. And that the said bonds and coupons were not negotiated to the plaintiff under or by the law-merchant, but that the plaintiff, at the time of the purchase and assignment thereof, had a knowledge of the defects and of the illegal issus of the said bonds hereinafter set forth.

Wherefore the def't alleges that under the provisions of an act

of the Congress of the United States approved March 3rd, 1875, this court has no jurisdiction of this action.

3rd. In further answering, the defendant alleges that each and all of the acts of the legislature of the State of New York, referred to in the second item of said complaint, and also the act of the said legislature referred to in the sixth item of said complaint passed April 28th, 1871, were passed by the said legislature in violation of the provisions of the constitution of the State of New York, and are therefore unconstitutional and void, and that all proceedings had under the said several acts are void and of no effect.

4th. In further answering, the defendant specifically denies that Nathan S. Hamilton, William H. Cady, and Giles M. Benedict, or any of them, were ever appointed commissioners of the said Town of
232 Thompson under the provisions of said acts. Also denies that the said alleged commissioners, or any of them, had any authority to issue the bonds of the said Town of Thompson. Also denies that the bonds and coupons referred to in the complaint were issued by the procurement, consent, or with the knowledge of this defendant. Also denies that the defendant in any manner ever ratified or confirmed the issue of the said bonds, either by the payment of interest thereon or in any other manner.

5th. In further answering, the defendant alleges that in and during the year 1869 the said Giles M. Benedict, Nathan S. Hamilton, and William H. Cady, assuming to act as commissioners of the said town, but without a shadow of authority therefor, did execute the bonds set forth in the complaint; that at the time they so executed the same the consent of the tax-payers of the said town had not been obtained and filed in conformity to the said acts of the legislature of the State of New York, and that the said pretended commissioners issued the said bonds and exchanged them for the stocks of the Monticello and Port Jervis Railroad Co., and did not sell them for cash and at par, as required by the provisions of the said act of the legislature of the State of
233 New York passed May 4th, 1868, and of which illegal issue the p'l'ff had knowledge.

6th. In further answering, the defendant alleges that each and every of the said bonds and coupons issued as aforesaid by the said pretended commissioners, including the bonds and coupons deferred to in the complaint, were adjudged void and of no effect, and the stock of the said R. R. Co. which was subscribed for by the said commissioners was cancelled and surrendered to the said R. R. Co. by a judgment of the supreme court of the said State of New York, in an action in which the people of said State were parties plaintiffs, and brought by the attorney-general of said State, against Giles M. Benedict & others, commissioners, &c., and against the said Town of Thompson and others; the judgment-roll whereof was filed and the decree entered and judgment docketed in the clerk's office of the county of Sullivan, in the said State of New York, on the 4th day of December, 1872.

7th. In further answering, the defendant admits that it is one of the towns in the county of Sullivan, State of New York.

234 Wherefore, the defendant demands that the said complaint be dismissed with costs.

T. F. BUSH,
Attorney for Def't.

STATE OF NEW YORK,
County of Sullivan, ss:

Charles T. Kilbourne, of said county, being duly sworn, says that he is the supervisor of the Town of Thompson, in the County of Sullivan, and that the foregoing answer is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

C. T. KILBOURNE.

Subscribed and sworn before me this 10th day of June, 1876.

L. N. STANTON, [L. S.]
County Clerk Sull. Co., N. Y.

235 United States circuit court for the southern district of New York.

ORLANDO PERRINE
ag'st
THE TOWN OF THOMPSON, IN THE COUNTY OF Sullivan and State of New York.

Judgment.

The issues in this action having been brought on for trial before Mr. Justice Shipman and a jury, at a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the United States court rooms in the city of New York, on Wednesday, the twenty-second day of May, in the year of our Lord one thousand eight hundred and seventy-eight, and the issues having been tried, and a verdict for the plaintiff having been duly rendered by direction of the court on the twenty-second day of May, 1878, and the plaintiff's costs having been adjusted by the clerk of the court at the sum of one hundred and thirty-eight $\frac{16}{100}$ dollars:

Now, on motion of James K. Hill, plaintiff's attorney, it is ad-
236 judged that the plaintiff, Orlando Perrine, recover of said defendant, the Town of Thompson, in the County of Sullivan and State of New York, six thousand eight hundred and forty-six and $\frac{70}{100}$ dollars found by the jury, with one hundred and thirty-eight and $\frac{16}{100}$ dollars costs, and one hundred and twenty-seven and $\frac{79}{100}$ dollars interest on the verdict, making in all the sum of seven thousand one hundred and twelve $\frac{65}{100}$ dollars, and that he have execution therefor.

Judgment signed this 29th day of August, A. D. 1878.

J. M. DEUEL,
Deputy Clerk.

(Endorsed:) U. S. circuit court, southern district of New York. Orlando Perrine against The Town of Thompson. Judgment record. James K. Hill, pl'ff's att'y, No'. 37 & 39 Wall st., N. Y. U. S. circuit court. Filed Aug. 29th, 1878. John I. Davenport, clerk.

A copy.

[L. S.] JOHN I. DAVENPORT, *Clerk.*

237 WILLIAM H. CADY was sworn as a witness for the plaintiff, and testified as follows:

I reside in Monticello, in the town of Thompson, in the county of Sullivan. I was one of the commissioners appointed for bonding the

said town; the other commissioners were Nathan S. Hamilton and Giles M. Benedict, both since deceased. We there acted as the first board of commissioners.

The order appointing these commissioners was offered & read in evidence, and it was conceded by defendant's counsel that the three persons named were regularly appointed commissioners under the statutes read in evidence.

Q. Did the three persons named execute any bonds?

(Objected to, on the ground that there is no evidence that those three persons named had any authority to act in the matter.

Objection overruled and exception taken.)

A. We did; they were designated by numbers from No. 1 to No. 148, inclusive. We issued 148 bonds.

Q. Of what amount were these bonds?

(Objected to, on the ground that the bonds must be produced, and that they speak for themselves, and are the best and only evidence.

238 Objection overruled and exception by defendant.)

A. For $1,000 each. These were the only bonds issued by us.

(Counsel for defendant objected to the evidence, and said, "We claim that the commissioners did not execute any bonds; that these instruments were not executed in conformity to the statute. They were not sealed, and the plaintiff should produce the bond in court as evidence.

The court held that the plaintiff should produce one of the bonds as a sample.

Plaintiff's counsel here produced and showed the witness one of the bonds.)

Q. Is that one of the bonds?

A. Yes, sir; one of the bonds of which I have spoken.

Q. Were they all in that form?

A. They were all in that form. Fifty-nine coupons were attached to each bond at the time of its issue. The first coupon came due in March, 1870, and then they became due on the first of each succeeding September & March; they were for $35 each.

(Counsel for plaintiff offered the bond in evidence; to which counsel for defendant objected as before. The court overruled the objection

239 and admitted the bond in evidence; to which ruling defendant excepted.)

The following is a copy of the bond:

No. .] UNITED STATES OF AMERICA,

$1,000.] STATE OF NEW YORK, COUNTY OF SULLIVAN, TOWN OF THOMPSON.

This bond is a valid security, being issued by virtue of an act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County, passed May 4th, eighteen hundred and sixty-eight, and of the act amendatory thereof, passed April 1st, eighteen hundred and sixty-nine.

Know all men by these presents that the Town of Thompson, in the County of Sullivan and State of New York, by the undersigned commissioners thereof, by virtue and in pursuance of the acts above
240 entitled and referred to, and for value received in the stock of the Monticello and Port Jervis Railway Company, promises to pay the bearer the sum of one thousand dollars on the 1st day of May, in the year one thousand eight hundred & ninety-nine, at the National Union Bank of Monticello, N. Y., with interest at seven per cent. per annum, payable semi-annually on the 1st day of March and September in each year, at the Hanover National Bank of the city of New York, on the presentation and surrender of the coupons for such interest.

In witness whereof we have hereunto set our hands and seals, and have caused the coupons hereto annexed to be signed by W. H. Cady, one of our number, this 1st day of May, in the year one thousand eight hundred and sixty-nine.

G. M. BENEDICT,
N. S. HAMILTON,
W. H. CADY,
Commissioners.

Registered in the county clerk's office of the county of Sullivan this first day of May, 1869.

C. L. MORRIS,
County Clerk.

241 Q. What disposition did the commissioners make of the bonds?

A. They were given to the railroad company in exchange for their capital stock at their par value for the same amount of stock, the amount of stock being equal, equal to the amount of bonds, and these are the receipts we received from the company:

"OFFICE OF THE MONTICELLO &
"PORT JERVIS RAILWAY CO.,
$15,000.] "*Port Jervis, May 4th*, 1869.

"Received from Giles M. Benedict and William H. Cady, commissioners of the Town of Thompson, fifteen thousand dollars in bonds of said town, issued in aid of the construction of this road, said bonds numbered 1 to 15 inclusive, of one thousand dollars each, dated May 1st, 1869.

"For the company.

"FRANCIS MARVIN,
"*Treasurer.*"

[U. S. revenue stamp cancelled.]

"OFFICE OF THE MONTICELLO &
"PORT JERVIS RAILWAY CO.,
$133,000.] "*Port Jervis, N. Y., May 12th*, 1869.

"Received from Giles M. Benedict, W. H. Cady, and Nathan S.
242 Hamilton, commissioners of the Town of Thompson, one hundred and thirty-three thousand dollars in bonds of said town, issued in aid of the construction of this road, said bonds numbered sixteen to one hundred and forty-eight inclusive, of one thousand dollars each, and dated May 1st, 1869.

"For the company.

"E. W. FAIRCHILD,
"*Ass't Treasurer.*"

[U. S. rev. stamp cancelled.]

Witness continued. The 369 coupons shown me in action No. 2 are the same that were attached to the bonds we issued; they are from bonds numbered 28, 29, 30, 122 to 130 inclusive, 138 to 146 inclusive.

These are the identical bonds, the coupons of which were in the first suit; they are also the coupons from numbers 72 to 76 both inclusive; also from numbers 2, 3, 4, 14, 15, 17, 18, 21, 22, 23, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 54, 55, 56, 64, 65, 66, 67, 68, 69, 70, 71, 77, 78, 79, 94, 95, 96, 97, 98, 100, 131, 132, 133, 134, 135, 136, and 137; also from numbers 5, 6, 7, 8, 9, 10, 11, 12, 13, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, 114, 115, 117, 118, 119, 120, 121, 40, 59, and 99.

Mr. HILL. It is conceded that these coupons amount to
243 $12,915, and the interest up to this date amounts to $4,038.57.

The 254 coupons now shown me in action No. 3 are from bonds numbered 19, 20, 26, 41, 49, 57, 58, 3, 14, 15, 69, 78, 97, 98, 131, 132, 133, 134, 135, 136, 137, and 99; they were attached to the bonds of which I have spoken; they amount in the aggregate to $8,890, and interest up to date is $2,375.30.

Q. Was this railroad built from Port Jervis to Monticello?

(Defendant objected on the ground that the evidence was immaterial.

The court overruled the objection.)

A. Yes, sir; and has been running ever since I was a director in the road.

Q. What did the railroad company do with the bonds?

A. They were used in their contracts with the contractors; the contractors took the bonds at par. The contractors took the bonds in payment at their par value for work done for the company. The road went into operation the 1st of January, 1871; it is now operated by an entirely different company from the one to whom these bonds were delivered. I cannot state the precise date that these bonds were
244 delivered to the contractors; they were turned over very soon after they were delivered to the railroad company. They were given to the contractor in instalments; they were the first money used in constructing the road. Francis Marvin was treasurer of the company. The bonds were delivered to Mr. Fairchild, the assistant treasurer of the R. R. company, to pass over to Mr. Marvin as they were needed.

Q. Was that the understanding between Fairchild and the commissioners, that he should hold the bonds as assistant treasurer until called for from time to time to be used?

A. Yes, sir.

Q. Do you know the fact that these bonds were transferred in several different parcels through the season of 1869, between the months of May and October, by Fairchild to Marvin?

A. I have that understanding. I had nothing to do with the transaction.

Q. As a director of that road, you understood that to be the manner in which they were delivered?

A. I understood they were delivered in parcels from the assistant treasurer to the treasurer. This is the agreement between the railroad company and the contractor. Plaintiff offers and reads the same in evidence.

245 *Specification.—M. & P. J. R. R.*

Article of agreement made and concluded this eleventh day of March,

in the year one thousand eight hundred and sixty-nine, between William D. Colt, of Washington City, D. C., Charles Colt, of Philadelphia, Pa., and Frederick C. Crowley, of Westport, N. Y., parties of the first part, and the Monticello & Port Jervis Railway Company, by Osman B. Wheeler, their president, duly authorized and empowered by a resolution of the board of directors of said company, adopted at a meeting held on the 11th day of March inst., party of the second part, whereby it is covenanted and agreed as follows, to wit:

The aforesaid parties of the first , and in consideration of the sum of seven hundred and eighteen thousand seven hundred and fifty dollars, to be to them paid by the said party of the second part, as hereinafter mentioned, hereby covenant and agree to construct and in every respect complete the grading, bridging, masonry, and superstructure, including the furnishing of all, except as hereinafter mentioned, the materials requisite and necessary for doing, performing, and completing a railroad of a single track from a point on the Erie Railway at or near the switches, two thousand feet east of depot of the Erie Railway, in the village of Port Jervis and town of Deerpark, through the town of Deerpark aforesaid, and towns of Forestburgh and Thompson,
246 to the north line of the lands near the village of Monticello, in said town last mentioned, now occupied by James Turner, and on or near the line and route just surveyed by Francis C. Cunningham, from the Erie Railway by the way of Huguenot, Rose's Point, Wheeler's Meadow, flats at Oakland, and Hartwood, or Trostor's, to Monticello aforesaid, and which line or route shall be more particularly defined and adopted by the said party of the second part, and a map thereof, properly indicating the same, shall be duly furnished to the said parties of the first part. And also to construct and in every respect complete the requisite switches, not exceeding five thousand feet in length, cattle-passes, cattle-guards, switch-signals, water-tanks, depot buildings and platforms, and all the fencing on each and either side of said road, and one turn-table and one engine-house, including the furnishing of all the materials requisite and necessary for the doing and completing the whole and every part of such several structures and departments of works, excepting as hereinafter mentioned, in such a manner as will conform in every respect to the specifications and conditions following, to wit:

SPECIFICATION.

1. First. The work shall be commenced as soon as practicable after the execution of these presents, and shall be complete' on or before the first day of June, in the year one thousand eight hundred and seventy,
247 and to this end the said party of the second part shall proceed with all reasonable speed to secure the necessary right of way for said road, and shall put the said parties of the first part into the possession of each and every part thereof at the earliest day possible.

GRADUATION.

2. Under this head will be included all excavations and embankments required for the formation of a road-bed for a single track and all necessary turnouts. Also the preparation of all such depot grounds, sites for water stations, &c., as shall be required by the engineer, the digging of all ditches or drains about or contiguous to the road, the road, the foundations for masonry, changing the direction of streams, and all excavations and embankments necessary for reconstructing turnpikes and

common roads, in cases where they are destroyed or interfered with, in the formation of the railroad, and all other excavations or embankments connected with or incident to the construction of said railroad.

3. The road shall be graded for a single track, except when otherwise directed by the engineer, with side slopes of such inclination as the engineer shall in each case designate and conformity to such breadths and depths and slopes of cuttings and fillings as may have been or may be hereafter be determined by said engineer.

248 4. The surface of the road when finished ready for the track, shall, except when the engineer shall otherwise direct, be fourteen feet wide on embankment and eighteen feet wide in excavation. The surface of the road-bed when finished, track laid, and ballasted shall be twelve feet wide. The ballasting shall consist of free sand or gravel to the depth of at least twelve inches; the sand or gravel required for ballasting the road-bed shall be taken from such place or places on the line of the road or adjacent thereto, within the limits or boundarys of said R. R., as the engineer shall designate.

5. All clearing, grubbing, ditching, &c., that may be required on the sides of the excavations, embankments, depot grounds, &c., shall be done and the trees and other rubbish shall be removed to such a distance and disposed of in such a manner as the engineer may direct; and in reference to grubbing it is understood that all roots, stumps, &c., found on the sides of the embankments, when not more than one foot below gravel, shall be grubbed up and removed beyond the limits of the embankments.

6. The earth, gravel, and other materials taken from the excavations upon any section shall be used and applied in the formation of embankments on the same section, and when the quantity of materials taken from any excavations shall be greater than that required to make the embankment of the usual width the surplus shall be deposited

249 on one or both sides of the embankments in such a manner as the engineer shall direct In case when the quantity of materials taken from the excavations upon any section shall not be sufficient for the formation of the requisite embankments, the deficiency shall be supplied by materials taken from the adjacent grounds, at such places as the engineer may designate, or from an enlargement of the excavation made equally and uniformly on one side or on both sides of the same or in such, other manner as the engineer shall deem necessary and proper, and the sides of the excavations in all such cases shall be dressed off to such a slope as the engineer shall require.

7. Whenever the route of railroad is traversed by public or private roads, commodious passing places shall be kept open for the accommodation of all having occasion to use them, and whenever excavations or embankments may be required in order to establish or maintain such passes or crossing places, the contractor shall prepare such passing places in such manner as the engineer shall direct, and keep them free from obstruction. And when the rout' of the R. road shall approach so near to any public or private road as to render necessary the discontinuance of the same and the construction of a new road, all excavation or embankment required in the construction of the same shall be done by the contractor according to the directions of the engineer.

250 MASONRY.

8. All masonry shall be included under the following heads, viz: Bridge masonry, arch-culvert masonry, box-culvert masonry, protection

or slope walls. Bridge masonry shall include all abutments and piers for bridges. Arch-culvert masonry shall include all abutments & arching for arch culverts. Culvert masonry shall include all box-culverts, open culverts, cattle-passes, cattle-guards, walls, paving and coping. Protection or slope walls shall include all walls that may be required for protecting slopes, either in excavations or embankments, and shall be laid in a strong and workmanlike manner, according to the plan and directions of the engineer.

9. The bridges masonry will be cement, rub'le work with rock face, and will consist of good-sized, well-shaped quarried stones, so disposed as to make a fine and compact work, and no stones in the work shall contain less than two cubic feet, except for filling up the interstices between the large blocks in the heart of the walls. At least one-fifth the face shall be composed of headers, extending full size four feet into the walls, and from the back the same proportions and of the same dimensions, so arranged that a header in the back shall be between t'o headers in the face. All stones shall be neatly hammer-dressed so as to have horizontal beds and vertical joints. All bridge masonry,
251 arch-culvert masonry, open culverts, cattle-passes, and cattle-guards to be grouted or laid in a full bed of cement mortar, at the option of the engineer, and to be neatly pointed with cement. All cement must be first quality fresh "Rosendale," and mixed when used with such quantity of clean, sharp sand as the engineer shall direct. The stone of which the masonry shall be built must be sound, durable, and well suited to the kind of structure in which it is used.

10. Culvert masonry.—All box-culverts will be built dry; the walls will rest on a pavement of stone set edgewise, of at least ten inches in depth, confined and secured at the ends by deep curbstones, which must be protected from undermining by broken stones placed in such quantity and position as the engineer may direct. The abutment walls will not be less than two and one-half feet thick, and built of good-sized and well-shaped stone, properly laid and bound together by stone extending entirely through the walls, the upper course to have at least one-third of the stones headers, and the stretchers in no case to be less than twelve inches wide. No stone in this course to be less than six inches thick, the ends to be finished with stone not less than two and one-half feet long, and stepped off to correspond with the slope
252 of the banks. The covering to be of sound, strong stone, and to lap its whole width not less than ten inches on each wall. The thickness of the covering stone to be not less than 10 inches for two feet opening, 12 inches for three feet opening, and 16 inches for four feet opening.

11. Protection and slope walls will be good, dry rubble work, the stone to be of such dimensions and laid with such batter as the engineer may direct.

12. Foundations of bridges, culverts, &c., to be excavated to such depth as the engineer may direct; foundations for the walls will, if necessary, be made with square hemlock timber, or, if required, by dressing piles; in which case the top of the timber or piles must be below low water. If timber is used it may be arranged with sticks close together, forming a platform laid upon longitudinal sills or built in the form of crib work of the necessary height, notched at the corners and crossings and well bolted, the cribs to be fil'ed with broken stone well compacted and rammed if necessary, either dry or mixed cement or grouted with cement, as the engineer may direct.

253 13. Bridges and other wooden structures.—All bridges of 100

feet span and over will be of Hones' patent truss bridge or any other kind of truss bridge that the railroad company may adopt. All bridges of less than 100 feet span and over 40 feet span shall be a good and substantial truss, as the engineer shall approve. Small bridges, open culverts, cattle-passes, &c.; timber for these will be of good, sound thrifty oak or chestnut of such sizes as directed by the engineer, to be framed and erected by practical mechanics and in a good and workmanlike manner.

14. Iron rails, chairs, & spikes.—Iron rails will be of the T pattern, not less than 50 pounds to the lineal yard; the chairs will be wrought iron, to fit the iron and not less than 9 pounds each; the spikes to be the common R. R. spikes, 5½ inch' long and not less than 8 ounces each; the track shall be laid with 2,400 cross-ties per mile; the joints of the rail shall be near the centre of the opposite rail so as to break joints. The ends of the ties on one side of the centre line shall be laid even and parrallel with the line of rail; the track shall be laid, ballasted, and surfaced to the grade of the road in a good and workmanlike manner.

254 15. Cross-ties must be nine feet long six inches thick, flattened on two sides, with not less than six inches face; sawed or cut square at the ends, and must be of good and sound young timber, cut between the 1st of November and 1st of April; the ties shall be made of the following timber: white or rock oak, chestnut, or hemlock. Two inches variation in the length of the ties shall be just cause for rejecting the same. Pine ties or ties cut from peeled timber will not be received.

16. The fence shall consist of white oak or chestnut posts and hemlock boards; the posts must be seven feet long and not less than four inches across the small end, flattened on one side, with not less than two inches face; the boards shall be sixteen feet long, eight inches and ten inches wide, one and one-eighth inches thick, three-fourths to be eight inches wide and one-fourth ten inches wide; the fence to be not less than four and one-half feet high; the posts to be set in the ground not less than two and one-half feet, and to be eight feet apart from centre to centre on the boundary-line, and parallel with the line of the railroad; the boards shall be so arranged on the fence as to break joints, the lower board to be ten inches wide and the three upper boards
255 to be eight inches wide; the nails used shall be the ten-penny fence nails; the fence to be finished in a good and workmanlike manner, according to the directions of the engineer.

17. No charge shall be made by the contractor for hindrances or delays from any cause in the progress of any portion of the work in this contract, but it may entitle him to an extension of time allowed for completing this work sufficient to compensate for the detention, to be determined by the chief engineer.

18. The work shall be executed under the constant supervision of an engineer to be selected by said company, and who shall have power to reject or condemn all work or material which in his opinion do not fully conform to the spirit of this agreement, and he shall decide every question which can or may arise between the parties relative to the execution thereof, and his decision shall be final and binding upon both parties, excepting as hereinafter mentioned.

19. All engineering except that required for locating the route of the road, and for determining the character of the work and material as aforementioned, shall be provided by the said parties of the first part, and at their own cost and expense.

20. The several stipulations of this contract shall be performed
256 in such a manner that the parties of the first part shall not be relieved from the immediate charge and responsibility of the work, whether the same be done by them directly or by other parties to whom they may transfer or subcontract the same.

21. If any foreman, laborer, or mechanic employed by the contractors or any subcontractors shall in the opinion of said engineer execute his work in an unfaithful manner or in any respect prove remiss or inadequate to the performance of his duty, or disrespectful or riotous in his conduct, he shall forthwith, by direction, of said engineer, be discharged, and no person shall be employed on this work in the capacity of foreman, overseer, or mechanic who has been previously discharged for neglect or unfaithfulness from any work within the knowledge of said contractors or contractor or of said engineer.

22. If any damage shall be done by the parties of the first part or by workmen in their employ to the owners or occupants of land or other property adjoining or in the vicinity of the work herein and hereby contracted to be done, the engineer aforesaid shall have the right to estimate the amounts of the said damage and to pay the same to such owner or occupants, and the amount of money so paid for such
257 damage shall be deducted from the value of work done under this contract.

23. The road and the work and materials and the whole and every item thereof bestowed and furnished to a due performance of this contract in all its parts and ready for the regular operating thereof and the regular running of trains of cars thereon and thereover shall conform in every respect to the specifications and conditions of this agreement.

24. The party of the second part is to make application to the Erie Railway Company, and to use due and proper influence and exertion with said company to obtain of them the use of locomotive and cars required in doing the work aforesaid, but at the cost and expense of the said parties of the first part.

25. No additional compensation shall be allowed by reason of any change of line unless such change involve an actual additional cost for labor or materials, in which case such actual additional cost only shall be allowed, the same to be ascertained and determined by said engineer of the company, and no abatement of compensation shall be made by reason of shortening the line of said road under any changes which shall be made either at the termini or along the route.

258 26. The respective parties hereto agree that the sum hereinbefore mentioned to be paid to the said parties of the first part for the work and materials herein stipulated and agreed to be done and finished shall be made as follows: Twenty-five thousand dollars in cash; three hundred and fifty thousand dollars in town bonds of the towns along the line of the road; three hundred and forty-three thousand seven hundred and fifty dollars in first mortgage bonds of the company at their par value, and to make payments on the fifth day of each and every month, commencing with the fifth day of May, A. D. 1869, in proportions as above of cash and bonds to the amount of the monthly estimate of work and materials done and furnished as estimated and certified by said engineer, retaining until the work is complete twenty per cent. from the amount of such estimate. It is mutually agreed that the first-mortgage bonds of said company shall not exceed the sum of three hundred and sixty thousand dollars, and that they shall be payable in twenty years, with interest thereon semi-annually

at the rate of seven per cent., and the denomination of such bonds shall be one hundred dollars and five hundred dollars respectively. It is further agreed that if the parties of the first part refuse or unreasonably neglect to remedy any imperfection which
259 may be pointed out by said engineer or in any manner violate any of the provisions of this contract so that in the judgment of said engineer there shall be just grounds of apprehension that the work will not be completed in the manner and within the time hereinbefore specified, then it shall be the duty of said engineer to serve written notice upon said parties setting forth the grounds of this apprehension and specifying the manner, together with a reasonable time in which said parties may cause such grounds to be removed; and if at the expiration of such time said grounds of apprehension be not removed, then full power and authority is hereby mutually vested in said engineer, subject to the qualification hereinafter mentioned to declare this contract forfeited and on such declaration being given in writing by the engineer to the parties hereto, this contract shall cease and determine immediately and the said party of the second part may forever retain the reserved percentage on account of the consideration for damages which they may have sustained by reason of the forfeiture of this contract.

It is hereby further stipulated and agreed that wherein in any particular the said party of the first part shall be dissatisfied with any determination made by said engineer as hereinbefore provided, the
260 question of difference shall be referred to a disinterested experienced civil engineer upon whom the parties may agree and his decision shall be final and conclusive upon both parties, anything hereinbefore contained to the contrary notwithstanding, and the expense of such reference shall be shared equally by the respective parties hereto.

It is hereby further stipulated and agreed that the work on the said road shall be distributed on the line thereof in such places or sections as the chief engineer may direct, provided the same shall not prejudice the facilitating of the whole work.

In witness whereof the parties to these presents have hereunto set their hands and seals in duplicate the day & year first hereinbefore written.

WM. D. COLT. [L. S.]
F. C. CROWLEY. [L. S.]
CHAS. L. COLT. [L. S.]
O. B. WHEELER, [L. S.]
President.

Sealed & delivered in presence of—
F. C. CUNNINGHAM.
S. O. DOMINICK.
C. V. R. LUDINGTON.

261 Plaintiff offered in evidence the coupons identified by the witness Cady, to which the defendant objected on the following grounds:

That it is not shown the bonds were legally issued, or issued by authority in behalf of the town. Also upon the ground that the coupons themselves purport to be signed by only one commissioner and there is no authority to be found in the statute whereby one commissioner may bind the town by an obligation of this kind. And also on the ground that the bonds were not sealed. The court overruled the objection and received the coupons in evidence, to which ruling the def't's counsel excepted.

WILLIAM H. SEYMOUR, a witness called on behalf of the plaintiff having been duly sworn testified as follows:

Examined by Mr. HILL:

Q. You are connected with the Hanover Bank of this city?
A. Yes, sir.
Q. And have been for what length of time?
A. Considerably over 20 years.
Q. These coupons which have been referred to here were made payable at that bank?
A. Yes, sir.

BENJAMIN CALAHAN was sworn as a witness for the pl'ff, and testified as follows:

262 I am a member of the firm of Vermilyea & Co., of New York City; their business is banking; they have been engaged in that business for thirty-six years, dealing in bonds. Seventy-six thousand dollars of these Town of Thompson bonds came into their possession in Nov. & Dec., 1869; they were for sale sold; they were numbered as follows: 138 to 148, 102 to 130, 5 to 13, 40, 95 to 99, 52, 44, 131 to 137, 13, 14, 15, 39, 43, 42, 49, 45, 47, 46, 38; these were all sold.

ERASTUS F. MEAD, sworn for plaintiff, testified as follows:

I was connected with the Atlantic Savings Bank of New York City as trustee. In 1874 or 1875 the name was changed to the Bond Street Savings Bank.

The bank purchased as an investment about $50,000 of these Thompson bonds in 1870.

Q. Nov., 1869, is the exact date?

A. I should say about that time. I could not swear to the exact date. The bank disposed of $2,000 of them to Sinclair Tousey, and afterwards the bank sold to Messrs. Gulick and Van Cleek eighteen or twenty thousand dollars of them, the rest of them were retained by the bank.

WILLIAM H. VAN CLEEK was sworn as a witness for the plaintiff, and testified as follows:

263 I reside in the city of New York and have so resided for a long time. I am a member of the firm of Gulick & Van Cleek. We first bought some of these Thompson bonds from a bank at Port Jervis in September, 1869, numbered as follows, 28, 29, 35, 72 to 76, both inclusive. We next purchased in February, 1875, $18,000 of the Bond Street Savings Bank numbered 122 to 130 inclusive, 138 to 146 inclusive. I gave them to Mr. Muller to sell at auction in this city, both lots. Also Nos. 20, 29, and 30, making 21 bonds in all. I understood that Mr. Perrine bought them.

Cross-examined:

Mr. Muller was a prominent auctioneer in New York City. He sold the bonds at the Exchange sales room, No. 111 Broadway. I think he sold them all at one time. I was present at the sale. I don't think I had been there but once before in five years.

ORLANDO PERRINE was sworn as a witness in his own behalf, and testified as follows:

I reside at South Amboy, in the State of New Jersey; have resided

there seven or eight years. I bought some of the Thompson bonds in 1875; bought 21 of them July 21st, 1875; the coupons from 1872 were attached, the previous ones were off. I brought an action on some of the coupons—on the coupons of the bonds I bought; and since
264 the trial of that action, I bought the rest of the coupons set forth in the complaint in actions Nos. 2 & 3; paid for them. I bought them the latter part of May, 1878.

Cross-examined:

I have resided at South Amboy since 1871. Previous to that I resided at Spotswood, about 10 miles from South Amboy. I am in the mercantile business, as a general business. I have some money invested in a cranberry lot. I have some town lots at South Amboy. I have about 75 acres in the cranberry lot, and I have invested some money in some other lots. I own a store property at Stotswood. I do not own a store property at South Amboy.

Q. Is that property at Spotswood encumbered?

(Counsel for plaintiff objected, and the court excluded the evidence.)

Q. What is the value of your real estate at Spotswood?

(Counsel for plaintiff objected, the court excluded the evidence, to which ruling def't excepted.

Counsel for defendant here stated to the court that he offered this evidence to show that the plaintiff was an irresponsible man, that his property at Spotswood is incumbered for all it is worth, and that the plaintiff had no means with which to purchase these bonds.

The court ruled to exclude the evidence, to which ruling def'ts counsel objected.)

265 Witness continued; I was the plaintiff in the action tried in this court in May, 1878. At the time of that trial I claimed to own twenty-one of these bonds. I purchased them at the Exchange, Trinity building, Broadway, in this city. I was not in the habit of attending sales at that place. I had been there a number of times before. I never made any purchase of stock prior to that time. I was acquainted with Gulick & Van Cleek. I purchased these bonds at forty-three per cent. I paid for them afterwards at the office of the auctioneers in Pine street, New York.

Q. Did you pay for them in cash?

A. I rather think it was a check.

Q. Whose check?

A. I think it was of Russell & Co. I received the check from that firm. I did not receive the means with which I purchased the bonds from Mr. Gulick & Van Cleek, nor any portion of it, directly or indirectly. It was money that I borrowed on my own credit and responsibility. I had never made any purchase at that place before, I think. After the trial of the action, in May, 1878, I purchased the balance of the bonds in these two actions, and five bonds besides. At the time of the trial, in May, 1878, all the interest I had in these bonds was in the 21 bonds that I had previously purchased. Since then I bought
266 the five bonds of Mr. Van Cleek, by a private purchase, the latter part of May, 1878. I made that purchase from him at 188 Chambers st., New York. Mr. Van Cleek was a resident of New York, and is yet so far as I know. I bought the five bonds at $500 each, and the coupons at 30 per cent.

Q. What agreement was made between you and Mr. Van Cleek in reference to your paying him?

A. No particular agreement was made. I paid for them shortly afterwards. I brought a draft from the bank where I do my business.

Q. Did you give him any writing, or was there any writing made between you?

A. I received a bill from him at the time I paid him. I did not receive the bonds until I paid for them. I was aware that he could not maintain an action in this court upon these bonds and coupons. There was no arrangement of any kind that Van Cleek should retain any interest in the property. I first bought from Van Cleek the 5 bonds and the coupons in action No. 2, and subsequently I bought from him the coupons in action No. 3. I made the last purchase the latter part of July, 1878. I gave him my note payable at the bank where I do business. I paid the note August 1st. I carried on the mercantile
267 business at South Amboy in my own name, and have been engaged in it for several years. I am carrying about $6,000 to $8,000 worth of stock, and have about $8,000 to $10,000 worth of accounts on my books. I have a bill of sale of some of these coupons, and a memorandum in regard to the others. I am not carrying that business with borrowed capital. I buy on 30 days. I sometimes borrow money at the bank, but not lately. I don't think I have had to get my notes discounted at my bank in the last eight years over once or twice.

Q. You say you borrowed the money that you purchased these bonds with in 1875?

A. Yes. It is three years since now, and I cannot be positive about the firm. I think I borrowed it of Russell & Co.

COURT. Q. Do you know who left the money there which was loaned to you?

A. No, sir; I am not aware that anybody left it.

Q. Did you give your note for it?

A. I forget the exact shape of that transaction. I forget how I did it; it was three years ago.

Q. Were you accustomed to borrow money in that amount while you were living at South Amboy?

A. No, sir; I was not.

Q. Were you accustomed to borrow money in amounts of one-quarter of that in South Amboy?

268 A. Well, I don't know as I was.

Q. When did you pay that $9,000?

A. I say that transaction is rather indistinct.

COURT. Q. Did you ever borrow so large a sum before or since?

A. No, sir; I don't think I did.

COURT. Q. Do you remember whether you ever paid it or not?

A. My impression is that it has been paid.

COURT. Q. Do you remember whether they have ever asked you for it or not?

A. I remember that I have not heard anything from them in a long time.

COURT. Q. What do you mean by that, that you borrowed the money and paid it the same day?

A. No; I don't mean that. I can't remember the precise circumstances.

Q. Have you any property outside of what is employed in your trade except what you speak of?

A. Well, I have about 75 or 80 acres of land situated about four

miles from village. I also own some town lots worth four or five hundred dollars. My property at Spotswood is worth $1,500.

COURT. Q. How much was your responsibility at the time you borrowed this $9,000 over and above what you owed?

269 A. I don't know how I could get at that.

Q. Was it over $3,000?

A. Oh, yes.

Q. Did it exceed $5,000?

A. Yes, sir; I think it did.

COURT. Q. Don't you think it was a little singular that you could go and borrow $9,000 in the way you say you did?

A. No; they were willing to lend it, and I got it. I never dealt in municipal bonds nor railroad bonds except on the two occasions I speak of.

69th amendment.

The coupons are all for the same amount and in the same form, and the following is a copy of one of them:

"$35.] [$35.

"The Town of Thompson, county of Sullivan, will pay the bearer hereof, at the Hanover National Bank of the city of New York, on the first day of March, 1872, thirty-five dollars, for interest due that day on bond No. 99.

(Signed) "W. H. CADY,
"*Commissioner.*"

Pl'ff rests.

GULIEN PENDELL was sworn as a witness for the defendant, and testified as follows:

I am deputy clerk of the county of Sullivan. The witness here produced the consents of the tax-payers of the town of Thompson, filed in the S Sullivan County clerk's office.

270 Defendants' counsel offered the same in evidence, of which the following is a copy:

STATE OF NEW YORK,
County of Sullivan:

James Brown, of the town of Thompson, in the said county, being duly sworn, deposes and says that he is an assessor of the town of Thompson, Sullivan County, N. Y., duly elected and sworn as such; that the written and printed instrument to which this affidavit is annexed exhibits the consent of the tax-payers of said town of Thompson to the borrowing, on the faith and credit of the said town, and to the issuing of bonds therefor, pursuant to an act of the legislature of the State of New York, entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the county of Sullivan, and the town of Deer Park, in the county of Orange, to Port Jervis, Orange County," passed May 4th, 1868. That the whole number of tax payers of said

town of Thompson assessed and appearing upon the assessment roll of said town of and for the year 1867, that being the last assessment
271 roll of said town is seven hundred and twenty-three; that the whole amount of the taxable property of said town appearing upon the last assessment-roll (the roll of 1867), not including lands owned by non-residents, is $420,648; that the whole number of tax-payers, whose names appear upon the said assessment roll, who have signed the said annexed consent, and whose names are appended thereto, is four hundred and twenty-four; that said number constitutes more than a majority of the tax-payers of said town, or their legal representatives appearing upon the said roll, and that the whole amount of taxable property which the tax-payers or their legal representatives appearing on the said last assessment-roll represent, who have signed the said consent is $224,138, and that said amount is more than one-half, or a majority of the taxable property of said town (not including lands owned by non-residents), appearing on the said last assessment-roll, and that the consent of the tax-payers of said town, both as respects their number and the amount of taxable property which they represent, as shown and appearing by the last assessment-roll of said town, has been obtained for the purpose aforesaid, pursuant to the provisions of the act aforesaid.

JAMES BROWN.

272 Sworn before me this 9th day of December, 1868.

D. G. STARR,
Justice of the Peace.

Consent.

We, the undersigned tax-payers of the Town of Thompson, county of Sullivan, and State of New York, in accordance with the provisions of an act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years from the passage of this act for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May 4th, 1868, do hereby consent that the commissioners appointed for the said Town of Thompson, under and by virtue of the provisions of said act, may borrow upon the faith and credit of the said Town of Thompson, the sum of $148,000, being less than 33 per cent. of the assessed value of the real and personal property of the said town, as shown by the assessment-roll of said town for the year 1867, at
273 a rate of interest not exceeding 7 per cent. for a period not exceeding 30 years, and to execute therefor, under their hands and seals, the bonds of the said Town of Thompson, and to do and perform such other acts and things necessary to carry into effect the provisions of the act aforesaid."

Dated May 16th, 1868.

Signed by four hundred and twenty-four tax-payers.

Witness also produced a judgment-roll from the said clerk's office in an action between the people of the State of New York ex rel. Kilbourne et al., against Giles M. Benedict et al., defendants.

Counsel offered the said judgment-roll in evidence.

Plaintiff's counsel objected to the judgment-roll. Objection overruled, and the judgment-roll was received in evidence, of which the following is a copy:

274 *Summons.*

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WILLIAM H. CADY, AND Nathan S. Hamilton, commissioners of the town of Thompson, in the county of Sullivan, appointed under the act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May 4, 1868, and F. C. Crowley, C. L. Colt, and William D. Colt, the Monticello and Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

To the above-named defendants:

You are hereby summoned and required to answer the complaint of the plaintiffs in this action, which is herewith served upon you, and to serve a copy of your answer on me, at the law office of Albert J. Bush, in the village of Monticello, Sullivan County, New York, within twenty days after the service of this summons upon you, exclusive of the day of such service, and if you fail to answer said complaint as hereby required, the plaintiffs will apply to the court for the relief demanded in the complaint.

M. B. CHAMPLAIN,
Attorney-General, for Plaintiffs.

Complaint.

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WILLIAM H. CADY AND Nathan S. Hamilton, commissioners of the town of Thompson, in the county of Sullivan, appointed under the act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May 4, 1868, and F. C. Crowley, C. L. Colt, and William D. Colt, the Monticello and Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

The People of the State of New York, upon the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, and by their attorney-general, Marshall B. Champlain, complain of the defendants in this action, and allege that the defendants, Giles M. Benedict, William H. Cady, and Nathan S. Hamilton are public officers and commissioners exercising corporate powers, and that they were duly appointed such officers and commissioners for the Town of Thompson, in the county of Sullivan, and State of New York, by the county judge of said county, under and in pursuance of the provisions of an act of the legislature of the State of New York, passed the 4th day of May, 1868, and which act was afterwards approved by the governor of said State, and is entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may be hereafter organ-
275 ized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," and that said defendants last-named have entered upon the discharge of their duties under said act, and another act amending the same, passed April 21, 1869, being chapter 96 of laws of 1869.

That in and by said acts it is made lawful for said commissioners to borrow, on the faith and credit of said Town of Thompson, such sum of money as the tax-paying inhabitants of said town shall designate, not exceeding thirty-three per cent. of the valuation of said town, to be

ascertained by the assessment-rolls of said town for the year 1867, for a term not exceeding thirty years, at a rate of interest not exceeding seven per cent. per annum, and to execute bonds therefor, under their hands and seals; that said commissioners are expressly prohibited by said acts from contracting any such debt, and from issuing any of said bonds of or for said town until the written consent shall first have been obtained of a majority of the tax-payers of said town; or of their legal representatives appearing upon the last assessment-roll, as shall represent a majority of the taxable property of said town (not including lands owned by non-residents) appearing upon the last assessment-roll of said town; which consents are required to be proved or acknowledged in the same manner as conveyances of real estate are proved or acknowledged. And said commissioners are also in and by said acts prohibited from borrowing any such money or contracting any such debt, and from issuing any of said bonds until such consent shall be executed as aforesaid, and in which consents shall be expressed and stated the amount of money authorized to be raised in said town, and also the railroad company in the stock of which said money shall be invested.

That the fact that a majority of said tax-payers representing a majority of the taxable property of said town, as required by said act, has been obtained, is required to be proved by the affidavit of one of the assessors, or the town clerk of said town, endorsed upon or annexed to such written consents, and such consents and affidavit are required to be filed in the office of the clerk of Sullivan County, and a certified copy thereof in the town clerk's office of said town; and the same or a certified copy thereof by the county clerk, are made evidence of the facts therein contained, and certified in any court of this State, and before any judge or justice thereof.

The plaintiffs further allege that after the said consents have been obtained and filed as required by said acts, and after an amount of capital stock of said road shall have been subscribed for in good faith by individuals or corporations equal to fifteen per cent. of all amounts of town bonds issued in aid of said railroad company, and ten per cent. thereof paid, the said commissioners are by said acts authorized in their discretion to dispose of such bonds, or any part thereof authorized by said acts to be issued by them, to such persons or corporations, and upon such terms as they shall deem most advantageous for their said town, but not for less than par; and the money thus raised is directed by said acts to be invested in the stock of such company as the said tax-payers have in their said consents named and stated, organized at the time of the passage of the first-named act, or such company so named by said tax-payers in their consents that may be thereafter and within two years organized, for the purpose of building or aiding in building, a railroad from said village of Monticello to Port Jervis through the towns hereinbefore stated. And said commissioners are by said acts authorized to subscribe for and purchase stock of such company to the amount of the money so loaned and borrowed by them; and upon receiving certificates therefor the said Town of Thompson acquires all the rights and privileges, and becomes liable to the same responsibilities as other stockholders of such company; and it is made lawful for said commissioners, or either of them with the consent of the others, to participate in the meetings of the stockholders, and to act as directors if elected as such.

The commissioners are by said acts required to report to the board of supervisors of said county of Sullivan within three days after the

commencement of their regular annual meeting in each year, the amount required to pay the principal or interest, if any, on the said bonds authorized to be issued under and by virtue of said acts due, or to become due and payable during the next succeeding year. The dividends arising from the stock so subscribed for and purchased by said town, or so much thereof as may be necessary, is to be received by said commissioners and applied by them to the payment of the interest which shall from time to time accrue upon such bonds; and if such dividends prove insufficient in any one or more years to pay the principal or interest accruing on said bonds due or to become due, it is made the duty of the said board of supervisors to cause to be assessed, levied, and collected on the real and personal property of said Town of Thompson, at the same time and in the same manner as other taxes are assessed, levied, and collected, such sum or sums as shall have been reported to the said board of supervisors by the said commissioners to be necessary to make good such deficiency; and when collected it shall be paid to the said commissioners, and be by them applied to the payment of the principal and interest on said bonds, or so much thereof as shall remain unpaid after the application of said dividends to that purpose.

And it is made lawful for such railroad company to agree with the said commissioners in behalf of said town to pay the annual interest accruing on such bonds for the term of three years, or until such road shall be completed and in operation, and the amount of such interest is to be repaid by the said commissioners to such company within three years after said road shall be opened and put in operation, in equal annual installments, to be levied and raised in the same manner as provided by said act for paying the annual interest on said bonds, or by the sale of the stock as in said act provided, in case the dividends or income from the stock held by said town shall be insufficient for that purpose. And it is further provided by said acts that after thirty years from the passage thereof it shall be the duty of the board of supervisors of Sullivan County, unless the payment of said bonds is otherwise provided for, to cause to be assessed, levied, and collected on the real and personal property of said Town of Thompson, at the time and in the manner as other taxes are assessed, levied, and collected, the sum due on the said bonds so issued in pursuance of said acts, together with the interest on said principal sum, or so much thereof as may remain unpaid by reason of the deficiency of the dividends and moneys arising from the sale of said stocks. The amount so to be raised by said board of supervisors for the payment of said principal sum, or the interest, is to be determined by the said commissioners as hereinbefore stated.

The plaintiffs allege that in or about the month of December, of the year 1868, the defendants, or some one or more of them, filed, or caused to be filed, in the county clerk's office of Sullivan County a roll, bundle, or package of papers, which they allege and claim contains the
276 written consents of a majority of the tax-payers of the said Town of Thompson, owning or legally representing more than a majority of the taxable property of said town (excluding that of non-residents of said town) for the year 1867, to the borrowing on the faith and credit of the said town, and the issuing of bonds therefor to the amount of one hundred and forty-eight thousand dollars, in accordance with the provisions of the said acts as hereinbefore stated; that the said written and printed consents contained in said papers so filed bear date May 16, 1868, and were in fact made and signed by said tax-payers, and acknowledged by them during the said month of May, and immediately thereafter, and before the month of September, 1868, and

the names of the tax-payers and subscribers thereto are written under the written and printed consents, which said written and printed consents are in the following words and figures, to wit:

"We the undersigned, tax payers of the town of Thompson, county of Sullivan, and State of New York, in accordance with the provisions of an act entitled 'An act to authorize certain towns in the counties of Sullivan & Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years from the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County,' passed May 4, 1868, do hereby consent that the commissioners appointed for the said Town of Thompson, under and by virtue of the provisions of said act, may borrow upon the faith and credit of the said town of Thompson the sum of $148,000, being less than 33 per cent. of the assessed value of the real and personal property of the said town, as shown by the assessment-roll of said town for the year 1867, at a rate of interest not exceeding 7 per cent., for a period not exceeding thirty years, and to execute therefor, under their hands and seals, the bonds of the said Town of Thompson, and to do and perform such other acts and things necessary to carry into effect the provisions of the act aforesaid. Dated May 16, 1868."

To the said consents in the above form is written the names of four hundred and twenty-four persons and firms. The whole number of tax payers appearing on the assessment-roll of said town for the year 1867 is 723. The whole amount of taxable property represented by said names and firms who signed said consents is $224,138, and the whole amount of property appearing on the said assessment-roll for 1867, excluding that of non-residents, is $420,648. That no other form of consent is filed in the said county clerk's office than the one above set forth, and it is upon the said-described consents, and those only, that the said commissioners, defendants herein, claim to have executed and disposed of the bonds of said Town of Thompson, as hereinbefore alleged.

And the plaintiffs further show and allege that the said consents of the said tax-payers do not state nor name, nor in any way designate or indicate the railroad company in the stock of which said money shall be invested, nor do they in any manner name or allude to the said Monticello and Port Jervis Railway Company. That at the time of signing said consents by said tax-payers the Monticello and Port Jervis Railway Company was not organized, nor was any other railway or railroad company organized for the purpose or with the intention of building a road or railway from Monticello to Port Jervis, through the towns specified in said acts, or through any other towns or on any other route or way. That the said defendant The Monticello and Port Jervis Railway Company, was organized and became a corporation by filing their articles of association in the office of the secretary of state of the State of New York on the 2nd day of September of the year 1868, and after the organization of said company no considerable numbers of said tax-payers, if any, signed said consents, nor did those, if any signed the same after that date, represent or own a quarter part of the taxable property of said Town of Thompson (excluding that of non-residents), appearing on the said assessment rolls of 1867.

And the plaintiffs further allege that the said defendants the commissioners have subscribed, or pretended to subscribe, in the corporate name of the said Town of Thompson, for the stock of said railway com-

pany to the sum of one hundred and forty-eight thousand dollars absolutely, and have executed and delivered to the defendants, the said Monticello & Port Jervis Railway Company, the bonds of the said Town of Thompson, to the amount of $148,000, in payment for said stock, which said bonds are all issued in denominations of $1,000 each, and number 148, and are signed by all said commissioners and registered by the clerk of Sullivan County in his office, and attested by his signature thereon, and are numbered from one to one hundred and forty-eight, inclusive. Said bonds respectively bear date May 1, 1869, and the principal sum is made due and payable at the expiration of thirty years from said date, at the office of the said commissioners in Monticello, and to each of which said bonds is attached coupons pledging the payment of interest, at the rate of seven per cent. per annum, semi-annually, on the first days of September and March of each year thereafter, at the National Hanover Bank of the city of New York, and each of which said coupons bear, in accordance with a resolution of the said board of commissioners, the name of William H. Cady, commissioner, as the signature thereto. That said bonds and coupons are engraved and executed in a form pledging the faith and credit of the said Town of Thompson to the payment of the same as they mature and become payable as above stated.

And the plaintiffs further allege that after the appointment of said commissioners by the county judge of Sullivan County, and after obtaining the written consents above specified, or a majority of said signatures thereto, the said commissioners, with others, got up and organized the said Monticello and Port Jervis Railway Company, to the stock of which each of said commissioners is an individual subscriber to the amount of $1,000, and is also a director of said company, and was made such director and is so named in the organization of said company.

And the plaintiffs further say that the said defendants The Monticello and Port Jervis Railway Company is an association and corporation formed under the laws of this State, and were organized by filing their articles of association in the office of the secretary of state of the State of New York on the 2nd day of September in the year 1868, for the purpose of constructing, maintaining, and operating a railway for public use in the conveyance of persons and property from the village of Monticello, in the said county of Sullivan, to the said village of Port Jervis, in the county of Orange, through the towns of Thompson, Forestburgh, and Deerpark, aforesaid, which road is to be maintained and operated for ninety-nine years. That the capital stock named in the said articles of association is $500,000; that of said capital stock the commissioners of the town of Deerpark have taken, or propose to take, $200,000; the commissioners of the said town of Forestburgh $23,000, and the said commissioners of the Town of Thompson $148,000,
277 in behalf of their respective towns, and that individual and other corporations and firms have taken, or propose to take, about fifty-five thousand dollars, making a sort of actual capital stock made up of town bonds and other property, to the nominal amount of $426,000.

And the plaintiffs further allege that the defendants, the said railway company, have gone on and surveyed, and have partly located their line of road through the said towns, from the village of Monticello to Port Jervis, and have negotiated and contracted with the defendants, F. C. Crowley, C. L. Colt, and William D. Colt, three gentlemen composing the firm of W. D. Colt & Co., by the terms of which contract the said defendants, W. D. Colt & Co., undertake and promise

to furnish the material and build and complete, by the 1st day of June, 1870, said road from the said village of Monticello to the said village of Port Jervis, and to make and construct all necessary turn-outs, switches, depot buildings, turn-tables, and other appurtenances thereto, for the sum of six hundred and fifty thousand dollars, and to take and receive in payment therefor $25,000 in cash, $350,000 in said town bonds of the three towns herein named, and first-mortgage bonds upon the said road for the residue of the $650,000, to be executed upon said road so soon as the same is located and advanced to a point where it is possible to mortgage the same. That the said defendants, W. D. Colt & Co., have gone on under said contract with the said railway company and are now building said road, and the said railway company have already delivered to them, the said W. D. Colt & Co., large sums of the said bonds of the said Town of Thompson, and threaten to deliver and intend to deliver the residue of said bonds on said contract.

And the plaintiffs further say that the said defendants Wm. D. Colt & Co., have offered for sale and are now offering and advertising for sale through their broker, Wm. A. Guest, at 25 Wall st., New York City, the whole of the $148,000 of bonds so issued by the defendants the commissioners as aforesaid. That there is great danger that said bonds of the Town of Thompson will be sold for value to bona fide purchasers in good faith, and so become in the hands of such purchasers good and valid claims and obligations against the said Town of Thompson and as such collectable against said town, and the town liable to pay the same unless the defendants are restrained and enjoined from using and selling the same by order and judgment of this court, and are also restrained and enjoined from using and selling the same, and from borrowing or obtaining money thereon; and that the Town of Thompson will, if said bonds are so sold or money borrowed thereon, be liable to many lawsuits arising upon said bonds by the holders and owners thereof, and put to great trouble, expense, and litigation. That all the defendants, except the defendant the Town of Thompson, claim that said bonds are now good and valid obligations against said town, and that they have rightfully and lawfully disposed of and are lawfully and rightfully disposing of the same, and unless the same are adjudged void by the judgment of this court many lawsuits and much litigation will result from the attempt of said pretended holders and claimants to enforce the payment of said bonds and coupons against said town.

And the plaintiffs further say that none of said bonds have been sold by the defendants the said commissioners for cash, and no money has been borrowed thereon, but were unlawfully and fraudulently to said town exchanged for the stock of said railway company as aforesaid, and that none of the said defendants have purchased said bonds for cash at par, or for any other amount in money, or loaned any money thereon, and the plaintiffs allege and insist that said defendants, nor none of them are bona fide owners or holders of said bonds, and that the same were, and to the knowledge of all the defendants, executed without any authority of law, upon insufficient and void consents of said tax-payers, and were unlawfully and fraudulently negotiated, as hereinbefore stated, and that all and every and each said bonds in the hands of the defendants, or either or any of such defendants, is and are absolutely void and worthless. That each and every of said defendants well knew when said bonds were executed and delivered by the said commissioners as aforesaid that the said consents on which they were pretended to be issued were signed by nearly all said tax-payers

before said railway company was organized, and that said consents did not contain nor state, or in any way designate the Monticello and Port Jervis Railway Company, nor any other railway or railroad company, in the stock of which the moneys in any way loaned on said bonds should be invested, and each and every of said defendants well knew at the time said bonds were executed that said acts of the legislature prohibited the execution and issuance thereof on consents which did not contain such statements, and that it was also unlawful for said commissioners to dispose of or sell said bonds except for cash, and at least at a hundred cents on the dollar of their nominal value. And the plaintiffs allege that there is no authority given by said acts to said commissioners to sell, transfer, or dispose of said bonds or any of them for stocks in the said railway company, nor for any other property than money, or for a less sum than par.

The plaintiffs further allege that the said Monticello and Port Jervis Railway Company is irresponsible, and has but a small fraction of the money or property required to construct said road independent from the bonds of the said three towns herein named. That the building of said road is projected upon the basis of such bonds, and contracted to be built on that basis, and the project of mortgaging the bed of the road, and the few thousand dollars other subscriptions before stated. That there is no part of said road completed, and but a fractional part of the personal subscription to said stock is paid in to said company.

The plaintiffs further allege that the relators, Charles Kilbourne and Samuel Thompson, are tax-payers of said Town of Thompson, as well as the other tax-payers on whose behalf the matters herein are related and set forth.

And the plaintiffs further allege that whether the defendants, commissioners, and public officers aforesaid, and the other defendants, the said railway company and the defendants Wm. D. Colt & Co., shall go on and use and dispose of said bonds under the circumstances herein set forth is a question in which every tax-payer in said Town of Thompson at the present time, and every one who shall be a tax-payer of said town during any time said bonds shall be in existence and unpaid, is commonly interested, and the questions sought to be litigated in this action are common to all and every of said tax-payers, and the matters complained of, if suffered to be done, would work or cause no peculiar damage to the individual interests of the relators, Samuel Thompson and Charles Kilbourne, in which kind of damage the owners of real estate and the tax-payers in the said town would not also share. That the taxes levied for the payment of said bonds and coupons would be a public tax in which all the tax-payers of said town would be included,

278 and it is for the interest of the public generally and of the whole people of the State of New York, that taxes should everywhere throughout said State be as light as possible, and that no part of the public, nor any town or district of the State should be taxed except when all the conditions upon which the right to tax depends have been complied with, and that no town or municipal organization or corporation should be involved in a multiplicity of lawsuits and litigations growing out of the illegal and unauthorized action of public officers, exercising as such officers and boards of officers corporate powers and functions not authorized by law, or in a manner not so authorized by the statutes and laws of this State; that the defendants the commissioners are exercising professedly on behalf of the defendant The Town of Thompson, corporate rights, privileges, and franchises not granted to them or the

said town by any law of the State, and the defendants the said railway company, in the acts herein alleged against them, in bartering stock for said bonds and transferring the same, are acting outside of their corporate powers, and assuming rights and privileges as a corporation in conflict with the laws of this State.

And the plaintiffs further say that it is claimed by some of the defendants, and particularly by the said commissioners, that the defendant, The Town of Thompson, has acquired a vested right to the stock subscribed for by the said commissioners, and a corresponding liability to pay said bonds.

The plaintiffs pray the aid and judgment of this court that the said bonds executed by said commissioners, as herein stated, and each and every of said bonds be declared void and of no effect or obligation against said Town of Thompson, and that the same be by the defendants delivered up to the defendants the commissioners, and that said commissioners deliver up to said railway company any and all certificates of stocks or other considerations received by them in consideration of said bonds, and that the court adjudge and determine that the defendant The Town of Thompson has no interest in or title to any of said stock so subscribed for by the said commissioners as aforesaid; and that each, every, and all of the defendants, their agents and officers, and all the agents and officers of either or any of them, and all persons acting under or for the defendants, or either or any of them, be forbidden and perpetually restrained and enjoined by the order and judgment of this court from using, loaning, or selling said bonds, or any of them, and that the defendants, the commissioners, be enjoined and restrained from executing any other bonds on behalf of their town upon the strength of the consents aforesaid and until the necessary consents, as provided by said acts of the legislature, are obtained and filed in due form of law.

M. B. CHAMPLAIN,
Attorney-General, for Plaintiffs.

SULLIVAN COUNTY, *ss:*

Charles Kilbourne and Samuel Thompson, of the town of Thompson, in said county, being severally sworn, each for himself, deposes and says that he has heard read the foregoing complaint, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

SAMUEL G. THOMPSON.
CHARLES KILBOURNE.

Sworn and subscribed before me, June 14th, 1869.

SETH H. ROYCE,
Justice of the Peace.

Injunction order.

Supreme court, Sullivan county.

THE PEOPLE OF THE STATE OF NEW YORK on the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WILLIAM H. CADY, AND Nathan S. Hamilton, commissioners of the town of Thompson, in the county of Sullivan, appointed under the act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized or that may hereafter be organized within three years after the passage of this act for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County, passed May 4, 1868, and F. C. Crowley, C. L. Colt, and William D. Colt, the Monticello and Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

It appearing to me by the sworn complaint in this action that sufficient grounds exist for granting an injunction-order in this action, upon motion of Marshall B. Chapplain, attorney-general and attorney for the plaintiffs in this action, I do hereby order that the above-named defendants, the commissioners of The Town of Thompson aforesaid, and the Monticello and Port Jervis Railway Company, F. C. Crowley, C. L. Colt, and William D. Colt, and each and every of them, their agents, attorneys and officers, and the agents, attorneys and officers of either or any of them, and all persons acting under or in behalf of said defendants, or either or any of them, be and they are restrained and enjoined from using, loaning, or selling the bonds, or any part of them, mentioned and described in the complaint in this action, and which purport to have been issued by the defendants, the said commissioners, under the act described in the title of this action. And the said commissioners, defendants herein, are further restrained and enjoined from executing any other bonds on behalf of their said town upon the strength of the consents described in the complaint in this action, and each and every of said defendants, their agents, officers, and attorneys, and all other persons acting under them, or any or either of them, are hereby restrained and enjoined, as hereinbefore set forth, until the further order of this court.

Granted upon the complainants executing a bond in the sum of $2,000, with sureties to be approved by a justice of this court.

R. W. PECKHAM,
Justice of the Supreme Conrt.

Dated Albany, June 24th, 1869.

279 *Bond.*

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK on the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WILLIAM H. CADY, AND Nathan S. Hamilton, commissioners of the town of Thompson, in the county of Sullivan, appointed under the act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May 4, 1868, and F. C. Crowley, C. L. Colt, and William D. Colt, the Monticello and Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

Whereas the above-named plaintiffs having applied to Rufus W. Peckham, a justice of this court, for an injunction restraining the above-named defendants, and all and every of them (except the defendant the Town of Thompson), and all other persons acting on their behalf or on behalf of either or any of them, from using, loaning, or selling the bonds, or any part of them mentioned and described in the complaint in this action, and from executing any other bonds on behalf of their said town; and whereas on the 24th day of June, 1869, the said justice of this court did grant said injunction, upon condition that the complainants in this action execute a bond in the sum of $2,000, with sureties to be approved by a justice of this court, we, the undersigned, Charles Kilbourne, Samuel Thompson, Henry L. Benedict, and Matthew P. Lindsley, all residents of said county of Sullivan and town of Thompson, do undertake, on the part of the said plaintiffs, that the said plaintiffs will pay to said defendants such damages not exceeding two thousand dollars as they may sustain by reason of the injunction, if the court shall finally decide that the plaintiffs were not entitled thereto.

Dated at Monticello, June 25th, 1869.

The words "will pay" interlined before signing.

SAMUEL G. THOMPSON. [L. S.]
CHARLES KILBOURNE. [L. S.]
HENRY L. BENEDICT. [L. S.]
M. P. LINDSLEY. [L. S.]

Witness, A. J. BUSH.

STATE OF NEW YORK,
Sullivan County, ss:

On this the 25th day of June, A. D. 1869, personally came before me, Samuel Thompson, Charles Kilbourne, Henry L. Benedict, and Matthew P. Lindsley, to me personally known to be the same persons described in and who executed the foregoing bond, and severally acknowledged that they executed the same.

A. J. BUSH,
County Judge of Sullivan County.

SULLIVAN COUNTY, *ss:*

Henry L. Benedict and Matthew P. Lindsley being each duly sworn, doth each for himself severally say that he is a householder and freeholder in this State, and that he is worth two thousand dollars over and above all debts and liabilities he owes or has incurred, and besides his property exempt from levy and sale on execution.

HENRY L. BENEDICT.
M. P. LINSLEY.

Sworn severally before me, June 25th, 1869.

J. A. BUSH, *County Judge.*

I hereby approve of the foregoing bond and of the sureties therein named.

A. B. TAPPEN,
Justice of the Supreme Court.

JUNE, 1869.

SULLIVAN COUNTY, CLERK'S OFFICE, *ss:*

The foregoing bond was filed in this office the 2d day of July, 1869.

C. L. MORRIS, *Clerk.*

SULLIVAN COUNTY, SHERIFF'S OFFICE, *ss:*

I hereby certify that I served the within summons, complaint, order, and undertaking on Solomon W. Royce, supervisor of the town of Thompson, and on Giles M. Benidict, William H. Cady, and Nathan S. Hamilton, the commissioners within named and directors of the within railroad company, on the 2d day of July, 1869, in the village of Monticello, in said county, by delivering to each of them a copy thereof and leaving the same with them, respectively, and at the same time I showed to each of said defendants a copy of the original order of injunction and the signature of Justice Peckham thereto; and he further says, and on oath, being duly sworn, that he served in the same manner said complaint, summons, order, and undertaking on Samuel O. Dimmick, the secretary of said railway company, at the town of Chester, Orange County, N. Y., on the 6th day of July, 1869, all of whom, the persons served as aforesaid, he knew to be the same individuals named as defendants herein, and he served in like manner all the said papers on the defendant, F. C. Crowley, at Monticello aforesaid, on the 10th day of July, 1869, known to him also to be one of the defendants.

B. W. WINNER, *Sheriff.*
A. J. BUSH, *County Judge.*

Sworn before me July 19, 1869.

(Endorsed as follows:) Supreme court. The People on the relation of Charles Kilbourne and others, against Giles M. Benedict and others,

commissioners, &c., and others. Summons, complaint, injunction, order, and bond. M. B. Champlain, attorney-general, for plaintiffs. Monticello, N. Y. Filed July 3, 1869.

Supreme court, county of Sullivan.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles Kilbourne and others, plaintiffs,
against
GILES M. BENEDICT, WILLIAM H. CADY, AND Nathan S. Hamilton, commissioners of the town of Thompson, &c., and others, defendants.

The defendants, Giles M. Benedict, William H. Cady, and Nathan S. Hamilton, commissioners of the town of Thompson, in the
280 county of Sullivan, appointed under the act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized or that may hereafter be organized within three years after the passage of this act for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May 4, 1868, answering the complaint in the above-mentioned action, allege that under and by virtue of the above-mentioned act, the consents mentioned and stated in said complaint, and the other acts and things *pre*emptorily required by said act to be done and performed, having been done, and the requisitions thereof having been complied with as stated and set forth in said complaint, they, the said commissioners of said town of Thompson, had full power and lawful authority to do and perform each and every of the acts alleged in said complaint to have been done and performed by them as such commissioners, and the said defendants deny that the bonds of the Town of Thompson aforesaid, to the amount of $148,000, have been fraudulently and unlawfully issued by them to "the Monticello and Port Jervis Railway Company," and that the said bonds have been fraudulently disposed of by them, the said commissioners; and they also deny that the Monticello and Port Jervis Railway Company is irresponsible; and they also deny each and every of the statements, allegations, and denials in said complaint, contrary to or in any wise inconsistent with the herein above-stated allegations and denials. Wherefore the said defendants demand that said complaint be dismissed, and that costs be adjudged to the said defendants.

J. A. THOMPSON,
Attorney for G. M. Benedict & others, Com'r's, &c., Def'ts.

SULLIVAN COUNTY, *ss:*

, of said county, being duly sworn, says that the matters, denials, and statements in the foregoing answer are true of his own knowledge, except as to the matters therein stated upon information and belief, and that as to those matters he believes them to be true, and that he is one of the commissioners of the Town of Thompson, named in said answer as defendants.

G. M. BENEDICT.

Sworn to August 3d, 1869, before me,

D. G. STARR,
Justice of the Peace.

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WM. H. CADY, NATHAN S. Hamilton, commissioners of the town of Thompson, &c., & F. C. Crowley, C. L Colt, & Wm. D. Colt, The Monticello & Port Jervis Railway Company, and the Town of Thompson, def'ts.

The defendant Frederick C. Crowley, by Arch'd C. Niven, his attorney, answers the complaint of the pl'ffs herein, and denies each and every allegation therein (except as hereinafter answered), for the reason that he has not sufficient knowledge of the allegations in the complaint on which to found a belief.

The said defendant Crowley admits that he and the said C. L. Colt, and W. D. Colt, did enter into a contract with the said railway company, by the terms whereof they did agree to build the said railway from Monticello to Port Jervis, and did further agree to receive in part payment for said work, as cash, the bonds of the Town of Thompson, issued pursuant to law, and the residue in money, which bonds were taken at par value. That shortly after the making of said contract the said C. L. Colt and D. W. Colt sold all their interest in the said contract to this defendant, and this defendant avers, as a matter of defence, that the said defendants C. L. Colt and W. D. Colt had no interest in the contract at the time of the commencement of this suit, nor at any subsequent time, and are therefore improperly joined as defendants herein. This defendant, further answering, says that pursuant to the provisions of the contract made with the said railway company, he has proceeded in good faith to construct said railway, and has now employed upon the work and engaged in its construction about four hundred persons, and about eight miles of the railway is built and graded ready for the ties to be laid; that heavy contracts are made for the construction of said railway, and he has intended and does intend to perform the contract on his part, and he denies all knowledge of any fraudulent issue of bonds or any other fraud connected with the issuing or sale of said bonds. The said defendant therefore asks that the complaint be dismissed with costs.

A. C. NIVEN,
Attorney.

SULLIVAN COUNTY, *ss:*

Frederick C. Crowley, being duly sworn, says that he is the defendant in this action; that he has heard the foregoing answer read, and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters stated on information and belief, and as to those matters he believes it to be true.

F. C. CROWLEY.

Sworn to July 10, 1869, before me,

W. L. THORNTON,
Notary Public.

Supreme court.

THE PEOPLE OF THE STATE OF NEW YORK on the relation of Charles Kilbourne and others

against

GILES M. BENEDICT, WILLIAM H. CADY, AND Nathan S. Hamilton, commissioners, &c., The Monticello and Port Jervis Railway Company, and others.

The defendant The Monticello and Port Jervis Railway Company, by Clinton V. R. Ludington its attorney, in answer to the plaintiff's complaint herein, respectfully shows to this court and avers that the said company was organized in due form of law and for the purposes set forth in said complaint; that said company would not have been organized had not the said Town of Thompson, in said county of Sullivan, and the town of Deerpark, in the county of Orange, by a majority of their tax-payers, whose names appeared on the assessment-rolls of their respective towns for the year 1867, and who represented a majority of the real and personal property of the said town, appearing on said assessment-rolls for the said year (exclusive of non-residents), signed, acknowledged, and delivered the assent in writing set forth in the said complaint as required and directed by chapter 553 of the laws of 1868; that without the aid from these towns, as contemplated and provided by the said chapter and as signified and expressed by the said tax-payers and property-holders through the assents signed
281 as aforesaid, it would have been unnecessary and wholly impracticable to have formed said company for such a purpose, for the want of capital or means to carry out its object; that such organization was predicated upon the faith and guaranty of said towns, expressed or intended to be expressed in and declared through the assents aforesaid, that they would furnish in aid of said railroad the money or its equivalent to an amount on the part of said Town of Thompson of $148,000, and on the part of the said town of Deerpark of $200,000, and on the part of said town of Forestburgh the sum of $23,000, and that the assents executed in manner and form aforesaid were so executed by the tax-payers aforesaid in the faith and belief that said company would be organized for the purpose of constructing a railroad leading from the village of Monticello, through the towns of Thompson and Forestburgh, in the county of Sullivan, and the town of Deerpark to the village of Port Jervis, in the county of Orange; that the said company, upon its organization, proceeded to make all necessary surveys, profiles, and maps of said railroad, and to locate the same according to the true intent and meaning of the act and chapter aforesaid, whose title was embodied in said assents, and according to the design, purpose, and intention of the tax-payers and property-holders of the said Town of Thompson, as well of the other towns aforesaid, who gave, executed, and delivered the same; and the said defendant, the Monticello and Port Jervis Railway Company, further answering, avers that prior to the giving and execution of the said assents by the tax-payers and property-holders of the said towns, as well as while the same were being given and executed, it was commonly intended and understood by such tax-payers and property-holders that the said company would be organized for the purpose aforesaid whenever the requisite assents, under the provisions of the act and chapter aforesaid, should be ob-

tained, and the means as contemplated therein and thereby should be assured to such company to be organized as aforesaid; that during the period aforesaid the formation of no other company was discussed or contemplated on the basis of said assents than the one subsequently organized, and which is the defendant aforesaid; that it is reasonably worth the sum of $650,000 to construct said railroad with all the necessary depots, engine-houses, platforms, and turn-tables, including iron, ties, and all other appurtenances necessary for a railroad, exclusive of right of way, real estate, and equipments; that the total amount of subscription by individuals and corporations to the capital stock of the said company exceeded fifteen per cent. of the aggregate amount of bonds issued by the said town in aid of the said railroad and ten per cent. thereof had been duly paid to said company before said bonds were issued; that said subscriptions to said stock were made in good faith and by parties believed to be solvent and responsible; that many of said subscribers have already paid in cash fifty per cent. on their subscriptions to said company, which has been expended in purchasing the right of way for said road, engineering, and other necessary expenses connected therewith; that about fifteen thousand dollars have been expended by said company for the right of way for said railroad, and about fifteen thousand more will be required for a like purpose and for the purchase of other real estate needed by said company, and for paying damages to owners of real estate; and the defendant further shows that prior to the 11th of March, 1869, they had completed all the surveys, profiles, and estimates of work necessary in the construction of said railroad, and had publicly advertised for proposals to build the same complete for the rolling stock; that on the said 11th day of March they opened, at a meeting of their board of directors, all proposals received by them; that they ranged from $630,000 to $1,100,000; that the company reserved the right to exclude any or all proposals; that they accepted of the proposal of the said Wm. D. Colt & Co. to build and complete said road and all necessary improvements, buildings, and appurtenances belonging to a railroad, except rolling-stock, at and for the price and sum of $650,000, which was the estimated cost of the same made by Frank Cunningham, the engineer of said company; that said estimates and proposal were made upon a cash basis, and that being the lowest cash price the said company could obtain for the performance of said work; that on the said 11th day of March the said company entered into a contract in writing with the said Wm. D. Colt & Co. to take and build the said railroad, with all necessary turnouts, switches, turn-tables, depots, engine-houses, water-tanks, platforms, and other necessary works and improvements ready for the rolling-stock, at and for the said sum of $650,000, the same to be done and completed in a manner acceptable to the said company and its engineer by the 1st day of June, 1870; that the said Wm. D. Colt & Co. proposed to take and accept as a payment of the said $650,000 from said company for the work aforesaid $25,000 in cash, $350,000 in the bonds of the towns of Thompson, Forestburgh, and Deerpark at their par value, and the balance in the first-mortgage bonds of the said road, and the said company accepted of said proposal, and stipulated in said agreement to pay the said Wm. D. Colt & Co. in the manner proposed as aforesaid; that said agreement was made in due form of law, and is binding and obligatory upon the parties thereto, and the said defendant, the railroad company aforesaid, further shows that afterwards, and before any bonds had been issued by the commissioners of said towns, or either

of them, the said company offered to take of the said commissioners of the said towns the said sum of $350,000 in these bonds issued in pursuance of the act aforesaid at their par value and deliver to said commissioners certificate of the capital stock in said company at its par value equal in amount to and representing the amount of bonds furnished by said towns respectively, and which are the bonds in part whose issue and use is the subject of this action; that the said commissioners of the said town of Thompson thereupon duly subscribed upon the stock books of said company for $148,000 of the capital stock therein and delivered to said company a like amount in the bonds of said town, and the said company subsequently delivered to said commissioners a certificate for $148,000 of the capital stock in said company, representing one thousand four hundred and eighty shares of one hundred dollars each; that the whole transaction, both with said Wm. D. Colt & Co. and the said commissioners, was open, public, in good faith, and for the interest of the Town of Thompson and the said company; that the said company could, up to the commencement of this action, use the said bonds at their par value in payment for the liabilities of said company; that upon the strength and faith of said agreement work was commenced on the said road or the line thereof by the said Wm. D. Colt & Co. on the 15th day of April, 1869, and so vigorously prosecuted that when this action was commenced over three hundred men, besides teams, were actually employed upon said work upon said road, and about eight miles, or one-third of the entire line, had been graded and many thousand ties purchased for the road; that work has been opened on the heaviest part of said road; that about $75,000 had been expended on said road before this action was commenced;

282 that without the use of the bonds the said Town of Thompson issued and delivered to said company as aforesaid, the said company cannot perform its contract with said Wm. D. Colt & Co., and they cannot and will not perform it on their part; and the said enterprise, so important to the material interest of said town and to the plaintiffs must totally fail for the want of means to finish and complete it, and the said company must as a consequence fail to meet its obligations, and its stockholders will be involved in personal disgrace, and pecuniary loss; that the building of said road was based upon the issuing of bonds by said towns in its aid, and not upon the subscriptions of individuals and corporations; that the subscriptions by individuals and corporations to the stock of said road were made only to meet the condition in the act aforesaid; that no further subscriptions to any extent can be obtained toward building and completing said railroad, nor can the towns or any of them be rebonded, or the requisite assents again be obtained from the tax-payers thereof to aid in the building of the same; that from first to last, all proceedings on the subject of building said road have been public, and the intention of the people and tax-payers aforesaid thus far carried out by said company and commissioners without objection or remonstance by the said plaintiffs, or either of them, in any form or manner whatever, but with the assent and acquies'ence of all of them; wherefore the said defendant demands that the prayers of the said plaintiffs in the said complaint be denied, and that the same be dismissed with costs of this action.

C. V. R. LUDINGTON,
Attorney for R. R. Co.

SULLIVAN COUNTY, *ss:*

Thornton A. Niven, being duly sworn says, that he is the vice-president

of the Monticello & Port Jervis Railroad Company, one of the defendants herein, duly elected in pursuance of the by-laws of the said company; that he has heard read the foregoing answer, and that the same is true of his own knowledge, except as to the matters therein stated on his information or belief, and as to those matters he believes it to be true.

THORNTON A. NIVEN.

Sworn to before me this 24th day of July, 1869.

D. G. STARR,
Justice of the Peace.

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles Kilbourne, Samuel Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WILLIAM H. CADY, AND Nathan S. Hamilton, commissioners of the town of Thompson, in the county of Sullivan, appointed under the act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County, passed May 4, 1868, and F. C. Crowley, C. L. Colt, and William D. Colt, The Monticello and Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

The above-named defendant the Town of Thompson demurs to the plaintiff's complaint herein:

First. Because it appears upon the face of the complaint that the said Town of Thompson (that is to say all the tax-payers of the said town of Thompson) is named as one of the plaintiffs or relators, and also that said Town of Thompson is named as one of the defendants, and is improperly joined as a defendant.

Second. No action can be maintained in the name and on the part of all other tax-payers as plaintiffs; and the said defendant the Town of Thompson further demurs to the said plaintiffs' complaint herein, because the said complaint does not state facts sufficient to constitute a cause of action against the said defendant the said Town of Thompson.

Dated July 23, 1869.

JAMES L. STEWART.
Attorney for the Defendant the Town of Thompson.

At a general term of the supreme court of the State of New York, held in and for the third judicial district of the said State, at the capitol, in the city of Albany, on the 31st day of May, 1870.

Present, Hon. Henry Hogeboom, Rufus W. Peckham, Charles R. Ingalls, justices.

THE PEOPLE EX. REL. KILBOURNE ET AL.
against
THE TOWN OF THOMPSON, BENEDICT, ET AL.

The appeal in the above entitled cause having been called in its order on the calendar, and after hearing Mr. A. J. Bush, of counsel for the plaintiff and appellant, in favor of the said appeal, and Mr. A. J. Parker, of counsel for the defendant and respondent, in opposition thereto, and the court having duly deliberated thereon,

It is ordered and adjudged that the order made at a special term of this court sustaining the demurrer herein, be, and the same is hereby, reversed and the demurrer overruled with costs, with leave to the defendants to answer on payment of costs.

(Copy)

JOHN McEWEN, *Clerk.*

Supreme court.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles T. Kilbourne, Samuel G. Thompson and others,
against
GILES M. BENEDICT AND OTHERS, COMMISSIONERS, The Town of Thompson and others, defendants.

SULLIVAN COUNTY, *ss:*

Timothy F. Bush, of said county, being duly sworn, says that no answer has been served in this action by or on behalf of the de-
283 fendants C. L. Colt and Wm. D. Colt or the Town of Thompson, and that the costs of the demurrer interposed by the said defendant the Town of Thompson, has not been paid.

T. F. BUSH,
Counsel for Plaintiffs.

Sworn to and subscribed before me this 21st day of November, 1872.

BENJ. REYNOLDS,
Notary Public.

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles T. Kilbourne, Samuel G. Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WM. H. CADY, NATHAN S. Hamilton, commissioners of the town of Thompson, in the county of Sullivan, appointed under the act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized or that may hereafter be organized within three years after the passage of this act for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County." Passed May 4th, 1868; and F. C. Crowley, C. L. Colt, and Wm. D. Colt, The Monticello & Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

This cause having been brought to trial before the court at a circuit court held at the court-house in Monticello, in and for the county of Sullivan, on the 20th day of May, 1872, and the court having heard the proofs of the respective parties, the same being uncontradicted, dismissed the jury and decides and finds the following facts:

First. That Charles T. Kilbourne, and Samuel G. Thompson, the relators named, are and were resident tax-payers of the town of Thompson, in the county of Sullivan, at the time this action was commenced, in the month of June, 1869.

Second. That in the years 1868 and 1869, the defendants William H. Cady, Giles M. Benedict, and Nathan S. Hamilton, were commissioners of the said town of Thompson, as alleged in the complaint, duly appointed and qualified under and by virtue of the provisions of an act of the legislature of the State of New York, passed the 4th day of May, 1868, being an act entitled "An act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized, within three years after the passage of this act for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Forestburgh and Thompson, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," and were acting as such commissioners during the time aforesaid, after the passage of said act.

Third. That after the passage of the said act and during the month of May, 1868, a majority of the taxable inhabitants of the said town of Thompson, owning or legally representing more than a majority of the taxable property of the said town (excluding that of non-residents of said town) for the year 1867, and whose names appear upon the assess-

ment-roll the year 1867, did subscribe their names in writing to a written consent, of which the following is a copy: "We, the undersigned, tax-payers of the town of Thompson, county of Sullivan, and State of New York, in accordance with the provisions of an act entitled "An act to authorize certain towns in the counties of Sullivan and Orange, to issue bonds and take stock in any company now organized, or that may be hereafter organized, within three years from the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County," passed May 4th, 1868, do hereby consent that the commissioner or commissioners appointed for the said town of Thompson, under and by virtue of the provisions of the said act, may borrow upon the faith and credit of the said Town of Thompson, the sum of $148,000, being less than 33 per cent. of the assessed value of the real and personal property of the said town, as shown by the assessment-roll of said town for the year 1867, at a rate of interest not exceeding 7 per cent. for a period not exceeding 30 years, and to execute therefor under their hands and seals the bonds of the said Town of Thompson, and to do and perform such other acts and things necessary to carry into effect the provisions of the act aforesaid.

"Dated May 16th, 1868."

That the consents signed as aforesaid were duly proved and verified by the oath of the assessor of the said town of Thompson, and filed in the office of the clerk of the county of Sullivan, on the 19th day of April, 1869; that no other or different consents have been executed or filed in the said clerk's office; that of the persons so signing, 25 were females, and one who signs as an administrator of an estate in said town.

Fourth. That the defendants, "The Monticello & Port Jervis Railway Co. is an association and corporation formed under the laws of the State of New York, and was organized by filing its articles of association in the office of the secretary of state of the State of New York, on the 2d day of September, 1868, for the purpose of constructing, maintaining, and operating a railway for public use in the conveyance of persons and property from the village of Monticello, in said county of Sullivan, to the said village of Port Jervis, in the said county of Orange, through the towns of Thompson, Forestburgh, and Deerpark aforesaid, which road is to be maintained and operated for ninety-nine years; that the capital stock named in the said articles of association is $500,000; that the actual amount of the stock subscribed for and taken is $430,000, of which $60,000 is taken and held by private individuals, $148,000 by the said commissioners of the town of Thompson, and $223,000 by the commissioners of the said towns of Forestburgh and *and* Deerpark.

Fifth. That on the first day of May, the said commissioners, attempting to act in behalf of said town, subscribed and executed 148 bonds, numbered from 1 to 148 inclusive, in denomination and amount of $1,000 each, and which said bonds were in the words and figures following, to wit:

["No. .] UNITED STATES OF AMERICA. [$1,000.

"THE TOWN OF THOMPSON, COUNTY OF SULLIVAN, STATE OF NEW YORK.

"This bond is a valid security, being issued by virtue of act entitled

'An act to authorize certain towns in the counties of Sullivan
284 and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange County, passed May 4th, 1868, and of the act amendatory thereof, passed April 1st, 1869.' Know all men by these presents that the Town of Thompson, in the County of Sullivan and State of New York, by the undersigned, commissioners thereof, by virtue and in pursuance of the acts above entitled and referred to, and for value received in the stock of the Monticello & Port Jervis Railway Company, promises to pay the bearer the sum of one thousand dollars, on the first day of March, in the year 1899, at the National Union Bank, in Monticello, N. Y., with interest at 7 per cent. per annum, payable semi-annually, on the first day of March and September in each year, at the National Hanover Bank of the city of New York, on the presentation and surrender of the coupons for such interest. In witness whereof we have hereunto set our hands and seals, and have caused the coupons hereto annexed to be signed by W. H. Cady, one of our number, this first day of May, in the year one thousand eight hundred and sixty-nine.

"G. M. BENEDICT,
"N. S. HAMILTON,
"W. H. CADY,
" *Commissioners.*

Registered in the county clerk's office of the county of Sullivan this first day of May, 1869.

C. L. MORRIS,
County Clerk.

Sixth. That on the said 1st day of May, 1869, the said commissioners executed and attached to each of the said bonds 59 coupons, numbered from 1 to 59 inclusive, for the payment of the interest semi-annually, according to the provisions of the said bond, which coupons were signed by the said William H. Cady, under the directions of said commissioners; that on the said first day of May, 1869, the said commissioners caused the said bonds, with the said coupons attached, to be registered in the office of the clerk of the said county of Sullivan by the county clerk of the said county.

Seventh. That thereafter, and before the 22d day of October, 1869, the said commissioners did subscribe, in the corporate name of the said Town of Thompson for the stock of the said railway company to the amount of $148,000, and deliver to the said railway company, in exchange for the said stock, the said 148 bonds, with the said coupons attached, so executed and registered as aforesaid; that the said railway company did receive the said subscription to their stock, and did deliver to the said commissioners the stock of the said company in exchange for the said bonds to the amount of $148,000.

Eighth. That none of the said bonds issued as aforesaid by the said commissioners were sold or disposed of by them for money, but were issued and delivered to the said railway company in exchange for the stocks of the said company, which stocks were received by the said commissioners in consideration for the said bonds.

Ninth. That before the commencement of this action the said railway

co. had surveyed and located their line of road through the said towns, from the village of Monticello to Port Jervis, and had expended in surveying and for right of way and work on the road the sum of $250,000. And that on the 11th day of March, 1869, the said railway company entered into a written contract with the defendants F. C. Crowley, C. L. Colt, and William D. Colt, by the terms of which said Crowley and Colts agreed to furnish material and construct the said road for the sum of $718,750 and to receive from the said railway company in payment therefor $25,000 in cash, $350,000 in town bonds of the towns along the line of the road, and $343,750 in the first mortgage bonds of the company at their par value, which payment the said railway company agreed to make in the manner above stated on the fifth day of each and every month according to the monthly estimates of the work, commencing with the 5th day of May, 1869, retaining always 20 per cent. of said estimates as a security for the performance of the contract; that thereafter and in pursuance of the said contract all of the said bonds issued as aforesaid by the said commissioners of the said Town of Thompson were delivered by the said railway company to the said defendants Colts and Crowley.

That the defendants Cady, Hamilton, and Benedict, during all the time they were acting as commissioners as aforesaid, were stockholders and directors of the said railway company. The court decided and held as conclusions of law:

First. That the consents of the tax-payers, signed and filed as before stated and upon which the said commissioners proceeded to issue the said bonds, were defective and invalid and insufficient to authorize the issue of the said bonds by the said commissioners.

Second. That the bonds and coupons attached, issued by the said commissioners, were unauthorized and are invalid and void and of no effect as obligations against the said Town of Thompson.

Third. That the said bonds should be delivered up and cancelled.

Fourth. That the Town of Thompson acquired no right of title to the stock of the Monticello & Port Jervis Railway Company, which was subscribed for and delivered to the said commissioners, and that the said stocks shall be surrendered to the said railway company.

Fifth. That each, every, and all of the defendants, or either and any of them, be forbidden and perpetually restrained and enjoined from using, loaning or selling said bonds, or any of them, and that the defendants, the said commissioners, be enjoined and restrained from executing any other bonds on behalf of their town upon the strength of the said consents and until the necessary consents as provided by said acts of the legislature are obtained and filed in due form of law. And that a decree and judgment of this court be entered and recorded in accordance with this decision, and that the plaintiffs have and recover a judgment against the defendants for the costs of this action.

C. R. INGALLS,
Justice of Supreme Court.

Supreme court, Sullivan County.

THE PEOPLE OF THE STATE OF NEW YORK, on the relation of Charles T. Kilbourne, Samuel G. Thompson, and all other tax-payers of the town of Thompson, Sullivan County, New York, plaintiffs,

against

GILES M. BENEDICT, WM. H. CADY, NATHAN S. Hamilton, commissioners of the town of Thompson, in the County of Sullivan, appointed under the act entitled "An
285 act to authorize certain towns in the counties of Sullivan and Orange to issue bonds and take stock in any company now organized, or that may hereafter be organized within three years after the passage of this act, for the purpose of building a railroad from the village of Monticello, in the county of Sullivan, through the towns of Thompson and Forestburgh, in the said county of Sullivan, and the town of Deerpark, in the county of Orange, to Port Jervis, Orange county," passed May 4th, 1868; and F. C. Crowley, C. L. Colt, and Wm. D. Colt, The Monticello & Port Jervis Railway Company, and the Town of Thompson, in Sullivan County, N. Y., defendants.

The defendant, the Town of Thompson, having interposed a demurrer to the complaint herein, and the said demurrer having been overruled by this court at a general term thereof, with leave to the said defendant to answer the complaint upon the payment of the costs of the demurrer, and the said defendant having failed to answer the said complaint, and the issues as to all the other defendants having been regularly brought to trial at a circuit court held in and for the county of Sullivan, in May, 1872, and the decision of the court therein having been duly filed, and no exceptions to the said decision having been served or filed, and no case made:

Now, on motion of F. C. Barlow, attorney-general, it is adjudged, decreed, and determined that the bonds heretofore issued by Giles M. Benedict, William H. Cady, and Nathan S. Hamilton, commissioners, and registered in the Sullivan County clerk's office, in miscellaneous records, page 427, May 1st, 1869, for one hundred forty-eight thousand dollars, which said bonds are described in the complaint in this action, are, and each of said bonds is, void and of no effect, and were issued by the said commissioners without authority of law therefor; that the certificate and certificates of stock issued by the Monticello and Port Jervis Railway Company to the Town of Thompson, and to the said commissioners for the said town in consideration of said bonds, and in exchange for the same, shall be delivered up to the said railway company and cancelled, and that the said bonds and each of them shall be delivered up and cancelled. And it is further decreed, ordered, and adjudged that each and every and all of the defendants, or either and any of them, be forbidden and perpetually enjoined and restrained from issuing, loaning, or selling said bonds, or any of them, and that the de-

fendants and the said commissioners be perpetually enjoined and restrained from executing any other bonds on behalf of the Town of Thompson upon the strength of the consents now on file in the said clerk's office, which said consents are referred to and described in the complaint herein, and are also adjudged to be insufficient and of no effect. It is further ordered and adjudged that the plaintiffs recover of the defendants in this action the sum of six hundred and three dollars for the costs and disbursements of this action, and that the plaintiffs recover of the defendant, the Town of Thompson, the further sum of one hundred and eighteen dollars for costs and disbursements of the said demurrer.

Dated November 21st, 1872.

F. W. JOHNSTON, *Clerk.*

STATE OF NEW YORK,
Sullivan County Clerk's Office, ss:

I, Lewis N. Stanton, county clerk in and for said county, do hereby certify that I have compared the foregoing copy of a judgment-roll, filed Dec. 4, 1872, at 11½ a. m., with the original now remaining on file in this office, and that the same is a correct transcript therefrom, and of the whole of said original.

In testimony whereof I have hereunto set my hand, and affixed the seal of said county, this 2d day of August, A. D. 1879.

[L. S.] L. N. STANTON, *Clerk.*

286 There were never any consents filed except those produced here in evidence.

FRANCIS MARVIN was sworn as a witness for the defendant, and testified as follows:

I was treasurer of the Monticello & Port Jervis Railroad Company, during the whole lifetime of the company, from 1868 to 1873. I recognize the receipt given for the bonds; it is a receipt I gave for the Thompson town bonds. This was the first parcel of bonds I received. I cannot state the dates that these bonds were delivered by the railroad company to the contractor.

Q. Give me the dates at which you took the bonds from Mr. Fairchild.

A. On the 10th day of May, 1869, I received $15,000.

Q. I ask you when you received these bonds from Mr. Fairchild, the assistant treasurer of the company.

A. I cannot say whether I received them from Mr. Fairchild or the commissioners. I have no record of that.

Q. You are able to state the dates when you, as treasurer of that company, first came into possession of the bonds?

A. No, sir. I can only give you the dates on which the credits appear on my books. I kept the books, and the entries are made out on or about the dates stated, but whom they came from or how I
287 got them I cannot say now.

Q. You kept a book as treasurer of the railroad company?

A. Yes, sir.

Q. And you kept an account of the different lots of Thompson bonds which were delivered to you as treasurer?

A. Yes, sir.

Q. And the dates?

A. Yes, sir.

Q. Now I want you to state those dates, and the number of bonds that you received at each date.

(Objected to. Objection overruled and exceptions taken.)

A. On the 10th day of May I received $15,000; on the 31st, $1,000; on the 24th of June, $34,000; on the 9th of August, $16,000, and again on the same date $34,000; on the 23rd of October, $48,000; making, in all, $148,000.

Q. Can you state the time that you parted with those bonds?

A. No, sir; it is impossible to state that.

Cross-examined by Mr. HILL:

Q. From whom did you receive them?

A. I can't say from whom I received them.

Q. You may have received part of them, or the whole of them, from the assistant treasurer?

288 A. I may have done so, and part of them from the commissioner.

Q. What was his name?

A. The assistant treasurer was Eli Fairchild.

Q. Now, can you tell us about when you parted with these bonds as treasurer?

A. No, sir. They were thrown into the general fund, and they were paid out indiscriminately.

Q. As cash?

A. As cash.

COURT. Q. Between what periods were they paid out?

A. From that time for two or three years, until the conclusion of the enterprise.

COURT. Q. From 1869 to when?

A. To 1872 or 1873.

Q. Were they all paid out by the 1st of January, 1872?

A. No, sir.

Q. What portion of them were paid out subsequent to that time?

A. About $6,000, I think.

Q. Remained on hand?

A. Yes, sir.

Q. What portion was paid out prior to January, 1871?

A. I cannot tell you.

Q. Nearly the whole, was it not?

A. Nearly the whole.

Q. About $6,000 remained there probably?

289 A. Yes.

Q. What portion was paid out prior to January, 1870?

A. The larger part of them.

Q. $6,000 remained on hand for some considerable time?

A. Yes, sir.

Q. And they were all used in the construction of the road?

A. Yes, sir.

Q. Paid to the contractors, as you have stated, for so much cash on their contracts?

A. Yes, sir.

Redirect examination:

Q. You say they were thrown into the general fund, and paid out as cash; were they paid out by the company to any other parties except to the contractors who were constructing the road?

A. Yes, sir. In order to answer that question I must enlarge upon it a little. From the very beginning of the work the contractor was embarrassed by a want of capital; and it had not been six months before he urged and solicited me by all means to convert these bonds into cash, & I did so.

COURT. Q. From time to time?

290 A. Yes, sir. All the time it was a herculean task. I had to raise $1,500,000 on a cash subscription of about $150,000. I was young and inexperienced; it seems like a nightmare now; it made me gray before my time. We spent a million and a quarter of dollars, and these bonds, together with the $500,000 first-mortgage bonds, built the road with the exception of $50,000 in cash. There was but one fund made of all these credits and cash.

Q. What I want to get at is this: By the terms of this written agreement the contractors were to take the bonds in payment of the work?

A. They were to take $350,000 of the town bonds.

Q. You say that at the solicitation of the contractors you converted the bonds into money?

A. I did.

Q. You did it at a discount?

A. Yes, sir.

Q. And under an arrangement by which the contractors were to bear the loss?

A. Yes, sir.

Q. You did it for the contractors?

A. Yes, sir.

Q. So that the effect of that is that the contractors had the avails of the town bonds?

A. Yes, sir.

Defendant rests.

291 Counsel for plaintiff here put in evidence an order dissolving the preliminary injunction, a copy of which is as follows:

At a special term of the supreme court held at the city hall in the city of Albany on the 27th day of July, 1869.

Present, Hon. C. R. Ingalls, justice.

THE PEOPLE OF THE STATE OF NEW YORK on the relation of Charles T. Kilbourne & others, plaintiffs,

agst.

GILES M. BENEDICT, WILLIAM H. CADY, & Nathan S. Hamilton, commissioners of the town of Thompson, and others, defendants.

On reading the motion-papers on the part of the defendants, Giles M. Benedict, William H. Cady, & Nathan S. Hamilton, commissioners, &c., and the papers on the part of the plaintiffs,

And after hearing A. J. Parker, esq., of counsel for the said defendants, and A. J. Bush, esq., of counsel for the plaintiffs, it is ordered that the order of injunction in said action granted by Hon. R. W. Peckham, justice, bearing date on the 24th day of June, 1869, be and the same is hereby, in all things vacated and set aside; and

292 that the said defendants have & receive ten dollars, costs of motion.

A true copy.

L. N. STANTON, *Clerk.*

Evidence closed.

Counsel for the defendant then asked the court to direct a verdict for the defendant on the grounds:

1st. That the bonds were not executed under the hands and seals of the commissioners as required by statute, and they are therefore null and void.

2d. There was no power conferred by the statute authorizing any one of these commissioners to sign and execute these coupons.

3rd. There is no evidence that fifteen per cent. of the capital stock had been subscribed and paid as required by statute before the bonds could be issued.

4th. It appears from the testimony in the case, also from the face of the bonds that they were issued in exchange for the stock of the railroad company, and that none of the bonds were issued for money, as required by the act.

5th. That the consents of the tax-payers were defective on their face.

6th. That the tax-payers never consented to the issue of bonds except for cash.

293 7th. That the plaintiff in this action is not a bona-fide holder, and did not become the owner of these bonds and coupons in the usual course of trade, and he is not therefore entitled to maintain his action in this court.

8th. That the highest court of the State of New York has adjudicated these bonds absolutely void, which adjudication, being an interpretation of the State constitution and of the local statutes of the State, is binding upon this court.

9th. That the judgment in the case of The People against Benedict et al. is res adjudicata upon the issues in this action, and is binding upon this plaintiff.

The court refused to direct a verdict for the defendant; to which ruling the defendant excepted.

Counsel for the defendant then asked the court to submit the question to the jury as to whether the plaintiff was a bona-fide holder of the bonds, whether he is a real holder of them, and also whether the plaintiff went into the purchase of these bonds in collusion with other parties.

The court refused to submit the cause to the jury; to which ruling and refusal defendant excepted.

294 The court then directed a verdict for the plaintiff as follows:

In action No. 2 for $16,953.57.

In action No. 3 for $11,265.30.

To which direction of the court defendant duly excepted.

The defendant then moved for a new trial upon the minutes of the judge; which motion the court entertained and ordered that sixty days be allowed for counsel for the respective parties in which to submit arguments on the motion, and that all proceedings be stayed until the decision of such motion.

After the expiration of sixty days, to wit, on the 12th day of August, 1879, the court filed a decision denying the motion for a new trial, and also filed an opinion, a copy of which is as follows, viz:

U. S. circuit court, southern dist. of N. Y.

ORLANDO PERRINE
against
THE TOWN OF THOMPSON.

WALLACE, J.:

Since the decision of this court in Cooper vs. The Town of Thompson the highest court of the State has decided that the act of the
295 legislature validating the irregularities of the commissioners in issuing the bonds was unconstitutional. And since that decision by the State court, Judge Shipman, in this court, in an action between the present parties, adhered to the former decision of this court. The Supreme Court of the United States has sustained the validity of legislat*ure* acts of the same general character as the one in question (Thompson vs. Lee County, 3 Wall., 327; The City vs Samson, 9 Wall., 477; Ritchie vs. Franklin County, 22 Wall., 67), but in no case of which I am aware where the highest court of the State in which the action was tried had pronounced the legislation unconstitutional. But in the Town of Venice vs. Murdoch (92 U. S., 494), the Supreme Court refused to consider itself required to yield its own conviction as to the right of a holder of municipal bonds to recover, although the highest court of the State had decided that under the construction to be given to the statute under which the bonds had been issued there could be no recovery upon the bonds. Under these circumstances I think the more seemly disposition of the case requires me to adhere to the former decision of this court until the case is reviewed by the Supreme Court.

If there were any difficulties in the way of such a review I
296 should certainly suspend the determination of the case until the cases now in the Supreme Court involving the same question should be adjudged.

The cases of Warren County vs. Marcy (97 U. S., 96) is a conclusive authority against the defense predicated upon the action and judgment in The People ex. rel. Kilbourne vs. Benedict.

The evidence would not have authorized the jury to find that plaintiff's purchase of the coupons in suit was colorable and fictitious merely. Quite likely he bought them mainly with the object of bringing suit upon them in this court, and intending if he collected to pay over a portion of the recovery to some other person, and perhaps the jury would have been justified in finding that the coupons were sold by their owner as well as bought by the plaintiff with this understanding.

Nevertheless, the plaintiff acquired the legal title. And this being so the motive of the transaction is not material. (MacDonald vs. Smalley, 1 Peters, 620; Smith vs. Kernochan, 7th How., 198–216.)

The plaintiff is not an assignee, but acquired his title by delivery, and the coupons are promissory notes within the act of March 3rd,
297 1875. (Cooper vs. Town of Thompson & cases there cited.

The motion for a new trial is denied.

And because none of the said exceptions so made do appear by the said record, the counsel for the said defendant did then and there in due form propose his aforesaid exceptions to the rulings, decisions, and refusals of the said court, and requested the said judge to put his seal to this bill of exceptions containing the several matters, &c., as aforesaid, produced, given, and offered in evidence, and the objections and exceptions thus made and taken, according to the form

of the statutes of the United States of America in such case made and provided, and the practice of the said court.

And thereupon the said judge, at the request of the counsel for the said defendants, has hereunto affixed his name and seal to this bill of exceptions.

W. J. WALLACE,
Judge of the Circuit Court.

SEPT. 30TH, 1879.

(Endorsed:) United States Supreme Court. The Town of Thompson, pl'ff in error, ag'st Orlando Perrine, def't in error. Bill of exceptions. U. S. circuit court. Filed Oct. 1, 1879. John I. Davenport, clerk.

298 Supreme Court of the United States, October term, 1879.

THE TOWN OF THOMPSON, IN THE COUNTY OF Sullivan, plaintiff in error,
against
ORLANDO PERRINE, DEFENDANT IN ERROR. } No. 2.

Afterwards, to wit, on the second Monday of October, in the same term, before the justices of the Supreme Court of the United States, at the Capitol in the city of Washington, comes the said Town of Thompson, by T. F. Bush, its attorney, and says that in the record and proceedings aforesaid, and in the writ of error herein granted and issued, stated, or referred to, there is manifest error in this, to wit:

1st. The court had no jurisdiction of the subject-matter of the action, the bonds and coupons being not negotiable under the law-merchant.

2d. The presiding justice erred in denying this plaintiff's request to direct a verdict for this pl'ff in error; to which exception was duly taken.

3d. The presiding justice erred in directing the jury to render
299 a verdict for this defendant in error; to which exception was duly taken.

4th. The evidence in the case is insufficient to support the judgment.

The bonds and coupons referred to in the complaint are null and void, having been signed by the commissioners and delivered to the railroad company in exchange for stock, without authority therefor, and in violation of the statute under which the commissioners were acting.

The said bonds and coupons were not issued under the hands and seals of the commissioners, as required by statute.

The amount of private subscription to the stock of the company required by the statute had not been obtained and paid.

The issue of bonds and the subscription to stock by the commissioners had been adjudged illegal and void, and the stock taken in consideration for the bonds cancelled by the judgment of the supreme court of the State of New York.

The bonds were not issued in conformity to the statute.

There was no power vested in one commissioner to issue coupons.

300 5th. The bonds and coupons having been adjudged illegal and void by the highest court of the State of New York cannot be made the basis of a recovery against the town in the hands of any party.

6th. The judgment in the case of The People ex rel. Kilbourne et al. ag'st Benedict et al. is res adjudicata, and binding upon all parties.

7th. Chap. 809 of the laws of New York of 1871 is void, and of no effect.

And the said Town of Thompson prays that the judgment against the said Town of Thompson herein may be reversed, annulled, and altogether held for naught, and that the said town may be restored to all things which it hath lost by occasion of the said judgment.

T. F. BUSH,
Attorney for Plaintiff in Error.

STATE OF NEW YORK,
Sullivan County, ss:

Timothy F. Bush, of said county, and attorney for the Town of Thompson, plaintiff in error aforesaid, being duly sworn, deposes and says that on the 18th day of September, 1879, he duly served the fore-
301 going assignment of errors on James K. Hill, Wing & Shoudy, esq's, attorneys for the defendants in error, by depositing a copy of the same in the post-office at Monticello, N. Y., in a sealed envelope, properly folded and directed to the said James K. Hill, Wing & Shoudy, esq's, the said defendant's att'ys, at their office at No. 37 Wall street, New York City, and with the postage thereon duly paid. And that there is a regular communication by mail between Monticello and New York City aforesaid.

T. F. BUSH.

Sworn before me September 18th, 1879.

PETER E. PALEN,
Notary Public in & for Sullivan County.

(Endorsed:) U. S. Supreme Court. The Town of Thompson, pl'ff in error, ag'st Orlando Perrine, def't in error. No. 2. Assignment of errors. T. F. Bush, attorney for pl'ffs in error, Monticello, N. Y. U. S. circuit court. Filed Sep. 19, 1879. John I. Davenport, clerk.

302 Supreme Court of the United States.

THE TOWN OF THOMPSON, IN THE COUNTY OF Sullivan, plaintiff in error, *against* ORLANDO PERRINE, DEFENDANT IN ERROR. } No. 2.

And afterwards, to wit, on the second Monday of October, in October term, in the year of our Lord one thousand eight hundred and seventy-nine, the said Orlando Perrine, by Henry T. Wing, his attorney, freely comes here into court and says that there is no error either in the said record or proceedings aforesaid, and he prays that the said Supreme Court of judicature, before the justices thereof now here, may proceed to examine as well the record and proceedings aforesaid as the matters aforesaid above assigned for error, and that the judgment aforesaid, in form aforesaid given, may be in all things affirmed.

HENRY T. WING,
303 *Attorney for Defendant in Error.*

(Endorsed:) Supreme Court of the United States. The Town of Thompson, in the county of Sullivan, plaintiff in error, against Orlando

Perrine, defendant in error. No. 2. Joinder in error. Henry T. Wing, attorney for def't in error, 37 & 39 Wall street, New York City. U. S. circuit court. Filed Oct. 4, 1879. John I. Davenport, clerk.

304 *Bond for damages and costs.*

Circuit court of the United States of America for the southern district of New York, in the second circuit.

ORLANDO PERRINE
vs.
THE TOWN OF THOMPSON, IN THE COUNTY OF Sullivan. } No. 2.

Know all men by these presents that we, Charles T. Kilbourne, George McLoughlin, John Waller, Eber Strong, Alpheus A. Crane, Daniel C. Pelton, Seth B. Stoddard, Andrew Thomson, James N. Jobe, Ambrose D. Smith, Lewis E. Strong, William J. Kinnie, John S. Brown, Levi C. Lounsbury, Isaac Litts, Aaron G. Young, Thomas H. Litts, & Jehiel W. Decker are held and firmly bound unto the above-named Orlando Perrine in the sum of thirty-four thousand seven hundred dollars, to be paid to the said Orlando Perrine; for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the day of , in the year of our Lord one thousand eight hundred and seventy-nine.

Whereas the above-named Town of Thompson has prosecuted a writ of error to the circuit court of the United States for the southern district of New York in the Supreme Court of the United States, to reverse the judgment rendered in the above-entitled suit by the judge of the circuit court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that, if the above-named Town of Thompson shall prosecute said writ of error to effect and answer all damages and costs; if said defendant fail to make said writ of error good, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

C. F. KILBOURNE. [SEAL.]
GEO. McLOUGHLIN. "
JOHN WALLER. "
EBER STRONG. "
A. A. CRAIN. "
D. C. PELTON. "
S. B. STODDARD. "
ANDREW THOMSON. "
JAMES N. JOBE. "
A. D. SMITH. "
L. E. STRONG. "
WM. J. KINNE. "
JOHN S. BROWN. "
L. C. LOUNSBURY. "
ISAAC LITTS. "
A. G. YOUNG. "
THOMAS H. LITTS. "
J. W. DECKER. "

Sealed and delivered, and taken and acknowledged, this 28 day of August, 1879, before me.

PETER E. PALEN,
Notary Public in and for Sullivan County, N. Y.

305 UNITED STATES OF AMERICA,
Southern District of New York, ss:

C. F. Kilbourn, Geo. McLoughlin, John Waller, Eber Strong, A. A. Crain, D. C. Pelton, S. B. Stoddard, Andrew Thompson, James N. Jobe, A. D. Smith, L. E. Strong, W. J. Kinnie, John A. Brown, L. C. Lounsbury, Isaac Litts, A. G. Young, Thomas H. Litts, J. W. Decker, being duly sworn, deposes and says that he is worth the sum of two thousand dollars, over and above all his just debts and liabilities and above property exempt from execution.

C. F. KILBOURNE.
JOHN WALLER.
A. A. CRAIN.
S. B. STODDARD.
JAMES N. JOBE.
L. E. STRONG.
JOHN A. BROWN.
ISAAC LITTS.
THOMAS H. LITTS.
GEO. McLOUGHLIN.
EBER STRONG.
D. C. PELTON.
ANDREW THOMSON.
A. D. SMITH.
WM. J. KINNE.
L. C. LOUNSBURY.
A. G. YOUNG.
J. W. DECKER.

Sworn to this twenty-eighth day of August, A. D. 1879, before me.

PETER E. PALEN,
Notary Public in and for Sullivan Co., N. Y.

STATE OF NEW YORK,
Sullivan County Clerk's Office, ss:

I, Lewis N. Stanton, clerk of said county and of the courts of record held therein, do certify that Peter E. Palen, before whom the foregoing affidavits and acknowledgments were made, and who has thereunto signed his name, was, at the time of so doing, a notary public in and for the county and State above named, commissioned and sworn; that all his official acts as such are entitled to full faith and credit, and that his signature thereto is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court and county the 9th day of Sept., 1879.

[SEAL.] L. N. STANTON, *Clerk.*

(Indorsed:) U. S. circuit court. Orlando Perrine vs. The Town of Thompson, in the County of Sullivan. No. 2. Bond for damages and costs on .

Approved as to form and substance, Sept. 11, 1879.

SAM'L BLATCHFORD,
Judge of the Circuit Court, Southern Dist. N. Y.

. S. circuit court. Filed Sep. 11, 1879. John I. Davenport, clerk.

306 UNITED STATES OF AMERICA, *ss:*

To Orlando Perrine, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, D. C., on the second Monday of October, 1879, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the southern district of New York, wherein the Town of Thompson, in the County of Sullivan, is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 11th day of September, 1879.

SAM'L BLATCHFORD,
Judge of the Circuit Court of the U. S.,
Southern District of New York.

307 STATE OF NEW YORK,
Sullivan County, ss:

Timothy F. Bush, of said county, being duly sworn, deposes and says that, on the 12th day of September, 1879, he duly served the within citation on Messrs. James K. Hill, Wing & Shoudy, the attorneys for Orlando Perrine, the defendant in error therein named, by delivering a copy thereof personally at their office, No. 37 Wall street, New York, and leaving the same at said office with a clerk of said attorneys and for them.

T. F. BUSH.

Sworn before me Sept. 18th, 1879.

PETER E. PALEN,
Notary Public in & for Sull. Co.

(Indorsed:) U. S. circuit court, southern dist. of N. Y. Orlando Perrine ag'st The Town of Thompson. No. 2. Citation. U. S. circuit court. Filed Sep. 19, 1879. John I. Davenport, clerk.

(Indorsement on cover:) No. 345. The Town of Thompson, in the County of Sullivan, plaintiff in error, vs. Orlando Perrine. S. New York C. C. U. S. Filed 15th October, 1879.